THE Bombay Gazette, AND INDIAN DAILY NEWS.

No. 5,337, NEW SERIES.] BOMBAY: TUESDAY, JULY 29, 1862. [Annual Subscription in advance ...Rs. 52 Single Copy for Cash.....As. 4

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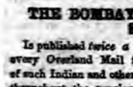
Letters for the Editor of the *Bombay Gazette* should be addressed to 27, Apollo Street, Bombay. Letters for the publisher of the *Bombay Gazette*, and all communications relating to the *Bombay Gazette Press* should be addressed to the Manager, 27, Apollo Street, Bombay.

FOR KURRACHEE.



THE Bombay Steam Navigation Company will despatch the Steamer SCINDIAN, Captain Mackay, for Kurrachee, THIS DAY, TUESDAY, the 29th Instant, at 10 o'clock A.M.

For Passage and Freight apply at the Company's Office, Medow Street.

L. C. D'MENEZES,
Manager B. S. N. Company.

Bombay, 29th July 1862.

FOR SURAT.

First Trip of the Season, Weather Permitting.

THE new and fast sailing Screw Steamer "TAPTEE," THOMAS ELLIS, Commander, (recently arrived from England, has very superior accommodation for First Class Passengers, and early will be despatched for the above port.

For Freight of Goods, Specie, and Passengers apply to the Manager, opposite to Kavakhana's Lane, Bazar Gate Street, Fort.

EDULJEE PALLONJEE, Manager.

NOTICE.

CONSIGNEES OF CARGO per Ship *Coleroon*, Captain Hall, from London, are requested to send off boats to receive their goods as they come to hand, otherwise they will be landed at their expense and risk.

Captain HALL will not be responsible for the condition of goods after they have left the Ship's side.

REMINGTON & Co.,
Agents.

To the Shareholders of the Bombay Steam Navigation Company.

THE ANNUAL GENERAL MEETING OF THE SHAREHOLDERS of the Bombay Steam Navigation Company will be held at the Company's Office, Medow Street, on TUESDAY the 5th of August next at one o'clock P.M.

As important matters will be brought before the Meeting, a full attendance is particularly requested.

By order of the Directors,
L. C. D'MENEZES,
Manager B. S. Co.

Bombay, 22nd July 1862.

LATEST ENGLISH NEWSPAPERS.

		Rs. As.
The Queen.....	June 21 & 28	1 4
Lady's Newspaper	„ 21 & 28	1 4
United Service Gazette	„ 21 & 28	1 4
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Punch.....	„ 28 & July 5	0 12

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FOR SALE.

DR. BIRDWOOD'S CATALOGUE OF BOMBAY PRODUCTS is now on Sale at the Agri-Horticultural Society's Office, Town Hall.

Price Rs. 5-8.

Orders from up country must be accompanied by four annas extra for postage, &c.

NOTICE.

TO THE CLERGY AND TRUSTEES OF CHURCHES.—Landing ex *Mary Shepherd*, Tent (Sacramental Wine) at Rs. 29 per dozen. Apply at the Godowns of

LEGGATT & Co.

Bombay, 17th April 1862.

C. STEPHEN & SONS

TAKE this opportunity of informing the Public, that as much anatomical skill is required in Shoeing a horse properly, they are now enabled to arrange so that one of them shall constantly be in attendance at the Forge to superintend the workmen, all of whom are Europeans, and have served their time in one of the first Forges in London. The injury done to animals in this Presidency by the ignorance of Farriers, who, without the slightest knowledge of the anatomy of the Horse's foot, practice their craft, is quite incalculable, and highly detrimental to the public interest.

Terms of Commission—5 per cent.

Certificates given as usual on the Soundness or Unsoundness of Horses for the Fee of Rupees 5.

C. STEPHENS AND SONS'
Veterinary Establishment, Commission Stables and Forge, Babools Tank Road, Mazagon.

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PURIFIER of the Blood, Eruptions or Irritation of the Skin, Boils, Abscesses, Ulcers, Pimples, Blotches, &c. are speedily cured by Chable's Depurative Syrup and Mineral Baths for diseases of the Skin.

The Pomade Antidartreuse should be employed at the same time. 20,000 cures are yearly effected, which can be attested by innumerable letters in the possession of the Proprietor.

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The most effectual remedy known for Coughs, Colds, or continued Irritations of the Chests or Lungs. It is prescribed by the principal Physicians of Paris and London. For Piles, Chable Pomade will effect a cure in three days.

CITRATE OF IRON SYRUP.

For a quick and certain cure of the discharges, &c., produced by long continued disease, ask for Chable Syrup of Citrate of Iron. The parties should act according to the prescription folded on the Bottle.

Full instructions accompany each object. Be careful to observe that the Name and Seal of Dr. Chable, pharmacist, Paris, are affixed to each article.

Sole Agents for India, Messrs. Framjee Nusserwanjee and Co., Bombay.

STAFF CORPS.

NOTICE IS HEREBY GIVEN, that Messrs. J. & W. WATSON & Co. have received information respecting the Uniform to be worn by Officers of the Staff Corps of each Presidency. Orders for the whole or any portion of the Uniform will be immediately attended to, and the favour of their being sent in as early as possible is requested.

Those in hand will be now proceeded with.

THE NEW CAVALRY AND INFANTRY REGIMENTS.

NOTICE IS ALSO GIVEN, that Messrs. WATSON & Co. have received from the HORSE-GUARDS plans illustrating the Dress Regulations of the 19TH, 20TH, and 21ST HUSSARS. Supplies of the whole of the Lace, &c. therein ordered, as well as of the Ornaments, Buttons, &c. required by the NEW INFANTRY REGIMENTS, having arrived, orders for every part of these Uniforms can be executed forthwith, and they are respectfully solicited.

1, Hummum Street, June 24, 1862.

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No. 7, BYCULLA ROAD, BOMBAY.

BALL DRESSES in Tulle, Gauze, Tartatan, Lace, &c.
DRESSES in Silk, Mousilian de Soi, Barege, Mohair, and Muslin.
BURNOUSES & SHAWLS of every description.
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COLLARS & SLEEVES, in Muslin, and Lace.
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HATS for Ladies & Children, Trimmed and Untrimmed.
FEATHERS, Head Dresses, Hair Nets, &c.
BRIDAL DRESSES. Veils, Wreaths, &c.
RIBBONS & FLOWERS in great variety.
MOURNING Dresses, Bonnets, Crapes, &c.
Wedding and Mourning orders carefully and promptly executed.

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JUST ARRIVED, Mineralized Muslin, Waterproof Coats, Leggings, and Souwesters, the Lightest and best Material adapted for the Climate; also a Variety of Black, Blue, and Scarlet Superfine Cloths, Doeskins, Silk Mixtures, Angola's, Scotch Tweeds, fine Scarlet and Blue Serge. Any order from out stations punctually attended to. Prices Moderate.

Terms—Cash on delivery.

MESSRS. ESPERANCE & Co.,

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WHOLESALE AND RETAIL WOOLLEN WAREHOUSE.

THE following price list will give the Public a most advantageous opportunity to purchase every description of wearing apparel, Civil, Military, and Naval.

Esperance & Co. are now in a position to guarantee that all orders will be punctually and satisfactorily executed, and that as regards, Fit, Style and Workmanship unsurpassed.

Superfine Black Dress Suits from	Rs. 48
Tweed Suits	18
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Angola Suits	30
Single Milled Scotch Tweeds.....	35
Washing Suits.....	15
Riding Trowsers	10
Bedford Cord, best quality.....	20
Black Alpaca Coat	10
Fine Angola.....	16
Naval and Military Uniforms 25 per cent. cheaper than any other Establishment.	
Shops supplied with cut lengths, good white Shirts, with linen fronts, 25 per dozen.	
Shirt Collars, 6 per dozen.	
Marseilles Vests and Pantaloons very cheap.	
Drab felt Hats.....	Rs. 6
Superfine Black Hats.....	8
Balmoral Caps.	
Sicilian, Oxonian, Sardinian, Hungarian and every description of Fancy Hats at very moderate prices.	
English and French made Boots and Shoes.	
Umbrellas	Rs. 1 8
Overland Trunks	14 0
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Perfumery, various.	
The best make in Hosiery Socks	5 0
Neck-ties, Braces, Money Bags, Swimming Belts, &c. &c., Waterproof Clothing.—*Terms Cash.*	

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INCORPORATED BY ROYAL CHARTER, 1720, FOR INSURING
BUILDINGS, GOODS, MERCHANDIZE, AND VESSELS IN PORT,
FROM LOSS OR DAMAGE BY FIRE.

FOR RATES OF PREMIUM and full particulars apply to the undersigned, who are authorized to grant Policies of Insurance against Fire.

EWART, LATHAM, & Co.

JUST RECEIVED.

Per Overland Mail.

A CEBELLE and other Violin Strings, Violincello Strings, Guitar Strings, Double Bass Strings, B flat and E flat Clarionet Reeds, Bassoon and Oboe Reeds.

A Treatise on the instrumention of Military Bands, describing the character and proper employment of every Musical Instrument used in Reed Bands; by C. Mandel, Rs. 5 each.

Guide for Composers of Instrumental Music, showing the compass of all Instruments used in Orchestras and Military Bands; arranged according to their different dimensions, by Leopold Engelke. Price Rs. 5 each.

Apply to
McCOMBIE & WRIGHT.

JUST RECEIVED OVERLAND.

LUND'S IVORY SCREW PENCILS, mounted with silver, at Rs. 4½ and 6½ each.
LUND'S WOODEN ditto, at Rs. 1½ each.
LEADS for ditto, at Rs. 2½ and 2 each.
TUBES for holding loose papers, Rs. 1½ and 1 per box of 1 doz.
DRAGON FLY BOOK-MARKERS, Rs. 1 each.
PANSY ditto. 8 annas each.
DOUBLE LEVER NOTE COPYING PRESSES, in case, Rs. 39 each.
LADY'S GOLD PENCIL CASES, Rs. 6 each.
TOOTHPICKS—Silver, Rs. 2; Gold, Rs. 5.
PEN KNIVES, various prices. Rs. 3 to Rs. 6½.
All of LUND'S best manufacture.

28, Medow Street. CHESSON & WOODHALL.

FRESH SUPPLY JUST ARRIVED.

PRIME YORK HAMS in canvas.
Prime York Hams in patent tin.
Bacon in side and in tin.
Cheddar, Berkley, and Pine Cheeses.
Oxford, Bologna, and German Sausages; and every variety of Store. Best Wine, Beer, and Porter; also Manilla Cigars and Cheroots.

Orders from kind Constituents will be executed with the utmost care and attention.

COWASJEE ARDASEER FURDOONJEE.
Medow Street, Bombay.

LAND FOR SALE

BY PRIVATE CONTRACT—Upwards of 36,000 square yards of Land in the vicinity of the new Agri-Horticultural Gardens and the Great Eastern Spinning Mills, most desirably situated for the erection of either a public building or house accommodation, suitable for the working classes of Europeans who would thereby possess all the advantages to be derived from the Gardens adjoining.

ALSO,

Two plots of Land, adapted for building sites, near what was known as "Phippe Oari" and along the new Mahim Road, proposed by the Foras Commissioners and sanctioned by Government. The Main Pipe of the Vehar Water Works is laid a few yards from these plots of land.

And a triangular piece of ground Contiguous to the G. I. P. Railway suited for a Timber yard or other industrial purpose. Apply to the undersigned.

H. G. BRIGGS,
Apollo Street. Agent.

NOTICE.

THE UNDERSIGNED having been instructed by the last Mail from England that 5½ per cent. is a sufficient Deposit account General Average on Cargo per *Mary Stenhouse*; will, on presentation of receipts for the amounts, return 1½ per cent. to the Consignees who have paid the 7 per cent. previously required.

EDWARD BATES & Co.,
Agents for the Captain and Owners of the Ship *Mary Stenhouse*.

Bombay, 29th July 1862.

ADVERTISEMENT.

NOTICE—My Brother, Mr. JAMES GAYNOR, will attend to the business carried on by me at No. 5, (not as No. 3, as of old) Forbes Street, during my temporary absence in England.

THOMAS GAYNOR,

14th July 1862.

N.B.—The New House is beautifully fitted up, and has Bath, Billiard, and Airy Bed-rooms.

Morning Papers filed. Charges as usual.

TO LET.

THE UPPER PREMISES at No. 10, Forbes Street, lately vacated by Messrs. HERBERT & Co.

Apply to S. TYABJEE & Co.

TO LET.

ONE HOUSE in Love Lane, and from the 20th instant, a large and Commodious BUNGALOW in the Mount Road, Mazagon. Apply to

SORABJEE JAMSETJEE JEJEEBHOY.

TO LET.

FROM THE FIRST JUNE NEXT.—The Spacious and Airy Apartments, at present occupied by the "Baroda and Central India Railway Office," No. 7, Hornby Row. Apply below, at the premises.

May 5th, 1862.

TO LET.

WITH IMMEDIATE OCCUPATION.—The first and second Floors of an Office, in Rampart Row. For further particulars, apply to

LEGGATT & Co.,
3, Rampart Row.

Bombay, 15th May 1862.

TO LET,

FROM THE 1ST SEPTEMBER NEXT.—A Commodious and Airy Bungalow, situated at Middle Colaba, facing the Sea, and commanding an expellent view of the Malabar Hill, matted and papered, with a separate entrance, and Out-houses, with a Garden tastefully laid out with rare and lovely Plants, and with an excellent Fountain playing in the Compound. Apply to K. R. KOLAH, No. 20, Hornby Row.

TO LET.

AN AIRY AND COMMODIOUS UPPER-STORIED BUNGALOW, the "Kateville," situated on Malabar Hill, facing the Sea side, having extensive Rooms, Out-houses, and Stables. Apply to Mr. DADABHOY HORMUSJEE, at the Office of Messrs. VOLKART, BROTHERS.

Bombay, 17th June 1862.

COLLARD AND COLLARD'S SQUARE PIANO, shipped on board the *Sydney Eggars*, may be expected shortly. These Instruments need no flourishing advertisement. They are all that could be wished for. Apply to

McCOMBIE & WRIGHT.

July 17th, 1862.

FOR SALE AT THE GODOWNS OF MESSRS. J. A. PALMER & Co., Medow Street,
A few TARPAULINS, of the following sizes:—

15 by 12 feet.
10 by 9 „
12 by 9 „
15 by 9 „

Bombay, 22nd July 1862.

ON SALE.

THE Bombay Army List, also Her Majesty's Indian Navy List, and the Bombay Civil List, including the Ecclesiastical Establishment. Corrected to 30th June 1862, at the *Bombay Gazette* Office, 27, Apollo Street, Fort.

KEATING'S PERSIAN INSECT POWDER.

UNRIVALLED in exterminating Mosquitoes, Fleas, Bugs, Flies, Beetles, Cockroaches, and every description of Insect infesting Animals and Poultry, protects Clothes, &c., from Moths. ONLY INJURIOUS TO INSECT LIFE. See that the name of THOMAS KEATING, 79, St. Paul's Churchyard, is on every Packet. Sold by Messrs. TREACHER & Co., Chemists, Bombay.

Loysel's Patent Hydrostatic Tea and Coffee Percolators.

THE HYDROSTATIC PERCOLATOR extracts at once the *whole* of the *soluble parts* of the substance, either Tea or Coffee; hence *no waste*, and *enormous saving*.

Nothing is so troublesome to a lady as the supplying of Tea and Coffee to a numerous circle of friends; but with two Hydrostatic Percolators, one for Tea, the other for Coffee, it is a pleasure, as the Percolators may be replenished with fresh supplies of infusion, and all the cups of Coffee and Tea from first to last are equally hot, strong, aromatic, and bright.

Moreover, the *elegance* of design of the *Hydrostatic Percolator* makes it an *ornament* to the *Breakfast Tea Table*.

Price 20, 25, 35, to 85 Rs. each, according to size and finish. HERBERT & Co.

Rampart Row, 15th July 1862.

N.B.—A large consignment of the above have now arrived and will be landed in a day or two—all perfectly new designs as shown in the International Exhibition 1862,—Class 31. British side, No. 6328. Circulars with drawings to be had free.

JOHNSON'S PORTFOLIO of INDIAN PHOTOGRAPHS contains in addition to the Collection of Costumes and Characters, Views in Bombay, Poona, Waee, Sattara, Mahableshwar, Jeejooree, Beejapoor, Guzerat, &c—the Caves of Elephanta Kenery, and Karlee, the latter with descriptive Letter Press by Dr. Wilson.

ALSO,

A series of 45 Photographs illustrating the Railway Works in progress on the Bhore Ghaut, and the scenery of Khandalla.

Also, Railway Viaducts at Tanna, Poona, over the Bheema, and between Callian and Shapoor.

A specimen book lies in the office of the undersigned, to whom all applications for any of the above should be made. THOMAS CRAWFORD.

Bombay, 3, Marine Street.

THE THREE ARMS.

BY Lieut. T. PRENDERGAST B. WALSH, H. M.'s 1st Bombay Grenadier Regt. N. I. and late on the General Staff of the Army. The above book is now appearing in numbers in Messrs. Chesson and Woodhall's Bombay Magazine, and when finished will be presented to the public in the form of a small volume. Price to Subscribers Rs. 10 per Copy. Names will be registered by Messrs. CHESSON AND WOODHALL, and also at the Offices of the *Bombay Gazette* and *Times of India*.

THE RED BOOT.

READY MADE BOOT & SHOE WAREHOUSE.
Just received ex *Vernon*—

		Rs.
Elastic	Patent Leather Boots.....	14 p. pair.
„	French Calf do.....	13 „ „
„	or Lace Brown Leather do.....	13 „ „
Laced	Patent Shoes	9 „ „

R. PARTRIDGE.

Hummum Street, Fort.

HOPE HALL, FAMILY HOTEL, MAZAGON.

NUSSERWANJEE SORABJEE & Co., who have taken a lease of this LONG ESTABLISHED FAMILY HOTEL, beg to return their best thanks to those Ladies and Gentlemen who have kindly patronised them during the past year, and who have been pleased to express their satisfaction with the accommodation and attention which they received at the Hope Hall.

NUSSERWANJEE SORABJEE & Co. can adduce no better recommendation for the continued support of the Public than such testimonials from the parties who have honoured them with their patronage.

The House, recently furnished throughout, occupies one of the most salubrious sites in Bombay, is as well adapted for single parties as for families, and is most conveniently situated as regards the Fort, the Byculla Railway Station, and the open country. It is enclosed in a spacious compound, and surrounded by a good garden.

The table is the best procurable in Bombay, and no pains are spared to afford satisfaction in that and every other respect. A plentiful supply of the best Beer, Wine, and Spirits, are always on hand.

Parties visiting Bombay from up-country, and Passengers arriving by the Mail Steamers, will find the Hope Hall a most desirable and comfortable place of sojourn.

Messrs. NUSSERWANJEE SORABJEE & Co. finally beg to intimate that their charges are moderate, and that every effort will be made by them to secure the approbation of all parties who may honour them with their patronage.

Breakfast at 9 A.M., Tiffin at half-past 1 P.M., and Dinner at half-past 7 P.M.

Bombay, 29th August 1861.

WANTED

TO BORROW ON BOTTOMRY, on the Brig *Louisa*, a sum not exceeding Rs. 10,000. Tenders for the same to be sent into the Office of the undersigned on or before Wednesday next, the 30th instant.

KELLY & HORE,
Solicitors for Agents of the Vessel.

Bombay Green, 26th July 1862.

PUNJAB RAILWAY.

TO TIMBER CONTRACTORS.

TENDERS will be received by the undersigned up to the 31st proximo, for the supply of two hundred tons of good sound Teak, of the following dimensions, viz:

From 18 to 26 feet in length, and not less than 14 inches square.

The Timber to be delivered at the Mooltan Ghât at the Contractor's risk and expense.

R. W. STEVENS,
Lahore, July 15, 1862. Agent.

NOTICE.

TO BE SOLD BY PULIC AUCTION on MONDAY, the 1st September next, at noon, the following vessels of Her Majesty's Indian Navy, with masts and rigging, all standing, viz., Sloop *Clive*, teak built, burthen 426 tons old measurement, coppered and copper fastened, and in good condition.

This vessel is provided with tanks, and can be got ready for sea in a few days.

The paddle steamer *Victoria*, teak built, burthen 706 tons, exclusive of engine-room, coppered and copper fastened, engines by Robert Napier, of Glasgow, of 230 nominal horse-power, with copper boilers weighing 56 tons or thereabouts. The vessel is in first-rate working order, and is fitted with paddle-wheel condensers capable of making 1200 gallons of fresh water daily. She can be got ready for sea in a few days.

In 1858 the *Victoria* had most extensive repairs, viz., new upper, lower, and poop decks, new paddle boxes with new paddle beams, and was re-coppered.

Terms of Sale.—The sale of the vessels will not be considered final until the acceptance of the offers shall have been sanctioned by Government.

A deposit of 10 per cent. is to be immediately paid down, and good security given by the purchasers for the payment of the remaining amount, which must be paid within twenty days from the day of sale, or the deposit will be forfeited and vessel resold at his risk and loss.

The stores belonging to each vessel can be seen on application at the Indian Naval Storekeeper's Office, between the hours of 10 A.M. and 5 P.M. daily, Sundays excepted, and where any further particulars will be furnished.

The vessels are now lying in the harbour, where they can be inspected at any time between the hours of 10 A.M. and 5 P.M. daily, Sundays excepted.

J. MULLALY,
Offic. Indian Naval Storekeeper.

I. N. Storekeeper's Office, Bombay, 26th July 1862.

THE PLAGUE OF FLIES.

EVERYBODY in Bombay should provide their table with covers for drinking glasses &c. The present swarming of flies renders it necessary to guard against the pollution of one's food. The best kind of covers are those made expressly for HERBERT & Co., they can be had of several sizes and patterns. Drawings and prices sent free upon application.

HERBERT & Co.

2, Rampart Row, June 23rd 1862.

FOR SALE.

HER MAJESTY'S INDIAN NAVY LIST, Corrected up to 1st July 1862.

Bombay Gazette Office, 27, Apollo Street, Fort.

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RECEIVED BY STEAMER "BEHAR."

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The Practical Letter Writer	0 12
The Cricket Tutor. By the Author of the Cricket Field.....	0 12
Illness prevented or speedily cured by simple means	0 6
How to detect adulteration in our daily food and drink.....	0 6
Courtenay's Dictionary of Abbreviations	0 6
Mispronunciation corrected. By C. W. Smith...	0 4
Mind your Stops! Punctuation made plain...	0 6
Common blunders made in speaking and writing	0 4
Letter-writing simplified	0 6
Talking and Debating	0 6
Blunders in Behaviour corrected	0 6
500 French Phrases	0 6
French in a Fortnight	0 6
The Science of Dress.....	0 6
Peninsular Scenes and Sketches.....	0 12
Cynthia Thorold. By Author of Whitefriars.....	0 12
The Chain of Destiny. By V. J. St. John	0 12
Official Illustrated Catalogue of the International Exhibition. Parts 1 to 9	6 0
Views in North Wales	0 12
Essays and Reviews	3 12
The Horse, in the Stable and the Field, &c By J. H. Walsh, (Stonehenge) and Lupton.....	13 8

MUSIC.

Meyerbeer's Grand Overture, composed for the Inauguration of the International Exhibition...	4 8
Auber's Grand Inauguration March, Ditto ...	3 0
The Messiah. By G. F. Handel.....	0 12
Ditto Ditto Cloth bound	1 8
Hamilton's Pianoforte Instructor	2 8
The Great Exhibition Music Book. 41 National Airs for the Piano	5 8
120 Negro Songs, &c.	0 12
120 Sam Cowell's Comic Songs.....	0 12
120 Songs of Ireland	0 12
100 Songs by H. Russell.....	0 12
The Great Exhibition Music Books for the Violin. 41 National Airs.....	1 2
Ditto for Concertina.....	1 2

28, Medow Street. CHESSON & WOODHALL.

FOR SALE ON COMMISSION.

A NEW COTTAGE PIANO by *Collard and Collard* with certificate from the Makers.

This is a very beautiful Instrument made to order for India and without regard to expense. It is sold on account of the owner having left India.

The Piano stands well in tune at Concert Pitch. The tone is soft, and altogether it is one in every way well worthy of attention. Price Rs. 750.

McCOMBIE & WRIGHT.

No. 1, Church Gate.

THOMAS EDWARDS,

GUN MAKER, No. 12, Military Square, Fort, Bombay. TERMS—*Cash.*

MESSRS. CUTLER & Co.'s WINES, &c.

WE beg to notify that our Wines, Spirits &c. are alone and always procurable in Bombay from MESSRS. EDULJEE PALLONJEE BROTHERS, Medow Street, with whom we have made arrangements for their constant sale.

CUTLER & Co.

With reference to the above we beg respectfully to solicit orders for these superior Wines and Brandy which need no recommendation from us.

MESSRS. CUTLER & Co.'s
(Of London and Bordeaux.)
LIST OF WINES AND PRICES.

			Rs. per doz
Claret	No. 1	Black Capsule...	55
	„ Pts.	„ „ ...	18
	No. 2	Blue „ ...	30
	„ Pts.	„ „ ...	16
	No. 3	Yellow „ ...	26
	„ Pts.	„ „ ...	14
	No. 4	Green „ ...	22
	„ Pts.	„ „ ...	12
	Medoc	Red „ ...	17
	„ Pts.	„ „ ...	9
Champagne	Brand Cutler & Co.	.....	38
	„	per 2 dozen Pts.	40
	Brand C. & Co.	.....	32
Moselle	Sparkling Nonpareil	.....	38
	„	per 2 doz. Pts.	40
	Sparkling 1st Quality	.....	32
	„	per 2 doz. Pts.	32
	Sparkling Nonpareil	.....	38
	„	per 2 doz. Pts.	40
Hock	Sparkling 1st Quality	.....	32
	„	per 2 doz. Pts.	32
	Braunberger	.....	35
	Rudesheimer	.....	27
	Hockheimer	.....	20
Port	Black Seal	.....	28
	„	Pts.	14
	Red Seal	.....	22
	„	Pts.	12
	Amontillado	Black Seal...	32
	Pale Amoroso	„ „ ...	30
Sherry	Pale	Brown „ ...	36
	Light Golden	Green „ ...	28
	Pale	Yellow „ ...	22
	Pale	White „ ...	18
Cognac, Old and Pale, (Black Capsule)		.....	26
„ „ „	(Yellow „)	.....	26
Gin Old Tom		.....	20
Whiskey, Saucal Malt		.....	22
Rum, Old Jamaica		.....	22
Curacoa	(Brown	in Glass Bottles...	42
	„	Pts. ...	21
	White	Bottles...	42
	„	Pts. ...	21
Maraschino Di Zara		.....	21
Cherry Brandy		.....	30
„		Pts.....	15

EDULJEE PALLONJEE BROTHERS.

Just arrived per Ship "BUCTON CASTLE."

Messrs. IND, COOPE & Co.'s BURTON EAST INDIA PALE ALE in *Quart Bottles*, at Rs. 6 per dozen.

EDULJEE PALLONJEE BROTHERS,
40, Medow Street, Fort, Bombay.

Bombay, 23rd June 1862.

BEAUJOLAIS WINE.

A LIGHT SOUND BURGUNDY, price reduced to Rs. 15 per dozen. Apply to MR. CURSETJEE NOWROJEE, at Messrs. EWART, LATHAM & Co.

JUST RECEIVED.

BASS'S BEER in Quarts and Pints, in good order.
McCOMBIE & WRIGHT,
Church Gate Street.

GIESLER'S CHAMPAGNE.

LARGE supplies from Messrs. F. GIESLER & Co. of London, expected immediately, orders for which will be registered by

W. NICOL & Co.

BEAUJOLAIS WINE.

A LIGHT SOUND BURGUNDY, at Rs. 20 per dozen. Apply to CURSETJEE NOWROJEE, at Messrs. EWART, LATHAM & Co.

TENNENT'S PORTER.

IN PINTS and QUARTS, just landed in excellent condition, ex. *Portland*.

Graham & Co.'s Port Wine, in Quarts.

Carbonell's celebrated Port.

McCOMBIE & WRIGHT.

ON SALE at the Godowns of the Undersigned:—

Giesler's Moselle in case, containing 1 dozen each.

Do.	Larose Claret	„ 2	„
Do.	Brandy	„ 1	„
Do.	Eau de Cologne in box	1	„

W. NICOL & Co.

FOR SALE.

JUST RECEIVED Ex Ship *Portland*, Tennent's BEER in Quarts and Pints, in first-rate condition.

McCOMBIE & WRIGHT.

No. 1, Church Gate.

FOR SALE.

MESSRS. J. & C. WHITE & Co.'s WINES as follows:—

Pale Sherry, in 2 dozen Cases.
Port, in quarts, in 2 dozen Cases.
Port, in Pints, in 4 dozen Cases.

Apply to G. S. KING & Co.

MESSRS. GRAHAM & CO.'S PORT.

A CONSIGNMENT of the above, much superior to the usual quality, has just been landed from ship "Portland."

The brands are:—
Crown—very rich and fruity.
EXmo—very fine, old, and mellow.

This Wine can be purchased only from Messrs. Jewanjee Eduljee's Sons, Medow Street, to whom all orders should be addressed.

W. & A. GRAHAM & CO.

ON SALE at the Godowns of the Undersigned:—
The following received from Messrs. J. Cockburn and Campbell:—

Pale Sherry in cases, containing 3 dozens each.

Port	„	3 „	„ (Quarts.)
Do.	„	2 „	„ (

COMMERCIAL.

BOMBAY DAILY BILL, SHARE, STOCK, AND FREIGHT LIST.

BOMBAY GAZETTE OFFICE,
Tuesday, 29th July 1862.

EXCHANGE.

On what Place	Terms.	Rates.
London (Credits)	6 months' sight	2s. 09/16d. to 3d.
Do. Documents	Do. do.	2s.11/16d. to 3d.
Do. Bank Notes	Do. do.	2s. 07/16d.
Calcutta	Sight	½ Prem.
Madras	30 days' sight	Par.
China	60 do. do.	Rs. 221 to 222 per $100.

SHARES.

Names.	Paid up.	Last Half-yearly Dividend.	Rates.
	Rs.		
Bombay Bank	1,000	4½ p. cent	86 with divd.
Malwa Bank	1,000	4½ do.	50 do.
Agra Bank	500	7 do.	90 do.
Oriental Bank Corporation	250	8 do.	103 per cent.
Commercial Bank	500	3 do.	6½ do.
Mercantile Bank	250	5 do.	40 do.
Central Bank of W. India	150	2½ do.	9 Dis.
Great Indian Peninsula Railway Company, Consolidated Shares	218.3.0	2½ do.	Rs. 8 Dis.
Do. New Shares	87.4.0	2½ do.	Rs. 12 do.
Bombay, Baroda, and Central India Railway	1,000	2½ do.	Nomi. [ish.
Hydraulic Press Company	4,000	350 p. sh.	Rs. 200 Dis. p.
Apollo Press Company	11,000	1,650 p. sh.	Rs. 21,450 p.sh.
Colaba Press Company	2,700	13 do.	Rs. 5,750 do.
Colaba Land Company	10,000	103 p. sh.	Rs. 14,000 do.
Elphinstone Land Company	5,100	200 p. sh.	Rs. 2,400 do.
Bombay Steam Navigation Company	500	32 do.	Rs. 375 dis.
Spinning and Weaving Co.	5,000	1,000 do.	Par.
Oriental Weaving and Spinning Company	2,500	400 p. sh.	Rs. 400 prem.
Victoria Spinning Co	5,000	.....	Nominal.
Royal Spinning and Weaving Company	1500	.....	Rs. 350 Dis.
Great Western Spinning and Weaving Company	1,100	.....	Rs. 350 do.
Manockjee Petit's Spinning and Weaving Co.	550	.....	Rs. 380 do.
Tarnolia Mill Company	4,000	.....	Nominal.
Bombay United Spinning Company	4,500	.....	do.

GOVERNMENT SECURITIES.

Four Per Cent. Transfer Loan ..... Nominal.
" Loan 1835-36 ..... } 94½
" Loan 1842-43 ..... }
" Loan 1854-55 ..... }
New Five Per Cent. Loan 104½
Five and a Half Per Cent. Loan 112

PRICES OF BULLION, &c.

Sovereigns, each ..... Rs. 10-4
Bank of England Notes ..... Nominal.
Spanish Dollars ..... Rs. 230 Nominal.
Carolus ..... " 229 do.
Mexican Dollars ..... " 227 do.
German Crowns ..... " 213½ do.
Five Franc Pieces ..... " 205
Bar Silver ..... " 106½ to 107
Gold Leaf ..... " 16-4 to 16-6

FREIGHTS.

To Liverpool (Cotton) ready ... £2 17s. 6d. to £3 0s. 0d.
" (Seeds) ... £1 5s. 0d. Nominal.
To London (Cotton) ready ... £2 5s. 0d. to £2 7s. 6d.
" (Seeds) ... Nominal.
To Hull ... £2 0s. 0d.
To China ... No offers.
To Clyde ... Do.

PRICES CURRENT (JULY 26TH, 1862.)

		Per candy.
COTTON at Colabe:		
New Broach, ready	Rs.	390 to 395
New Surat	"	395 to 400
New Dholleras, and Bhownuggur	"	395 to 400
New Oomrawuttee	"	385 to 390
New Coompta	"	390 to 392
New Dharwar Sawginned	"	500 to 505
New Bamee, and Nuggur	"	375 to 380
New Varaul	"	380 to 382
Khandeish	"	370 to 372
New Portaneee	"	382 to 385
New Accota	"	415 to 420
New Mangalore	"	390 to 392
OPIUM—Malwa, Rs. 1,395 to 1,600.		
SEEDS—Linseed, Candeish...at Rs.		7-8 to 7-10 per cwt.
Rapeseed, Guzerat.....	"	7-14 to 8 nominal.
Gingelly mixed (Black and White)		32 to 33 nominal.
Niger (Nominal) ...	"	37 to 38 nominal.
	"	26 to 27

BANKS.

CENTRAL BANK OF WESTERN INDIA.

INTEREST ALLOWED.

ON Current Deposit Accounts above Rs. 1,000, and not exceeding Rs. 50,000, repayable on demand, at 2 per cent. per annum.

On Deposits for 3 months certain 3 per cent per annum.
Do. " 6 " " 5 " "
Do. " 12 " " 6 " "

EXCHANGE.

Bills on London, at 6 months' sight 2s. 0d. per Rupee.
Ditto at 4 ditto 1s. 11½d. do.
Ditto at 3 ditto 1s. 11½d. do.
Ditto at 2 ditto 1s. 11½d. do.
Ditto at 1 ditto 1s.11½d. do.
Ditto sight ditto 1s. 11½d. do.

Drafts at 6 months' sight are not granted for less than £50, and amounts under £20 are only drawn for payable on demand.

COMMISSION.

On the sale or purchase of Government and other Securities ½ per cent. on the amount realised or invested.

The Bank receives Government and other Securities for safe custody, free of charge, the Interest or Dividends thereon being credited to account or remitted home in the Bank's Bills, also without charge.

On Interest, or Dividends, or on proceeds of Securities by Sale, ½ per cent. commission charged, if the amounts be paid in India if remitted home by the Bank, no commission charged.

On returning Securities out of safe custody ½ per cent. Commission.

Hours of business ..... 10 A.M. to 4 P.M.
Saturdays ..... 10 A.M. to 1 P.M.

EDWIN REYCOCK,
Bombay, 22nd May 1862. Manager.

THE AGRA AND UNITED SERVICE BANK, LIMITED.

ESTABLISHED IN INDIA 1833.
Incorporated by Royal Charter
HEAD OFFICE—LONDON.
BRANCHES AT CALCUTTA, BOMBAY, MADRAS, AGRA, LAHORE, KURRACHEE, UMBEYLA, SHANGHAI, HONG-KONG and EDINBURGH.
SUBSCRIBED CAPITAL, £2,000,000 (TWO MILLIONS STERLING.)
PAID-UP CAPITAL, £1,000,000 (ONE MILLION STERLING.)
RESERVED FUND, £200,000 (TWENTY LACS OF RUPEES.)

THE BOMBAY MANAGER of the AGRA AND U. S. BANK, LIMITED, is authorised to draw on the undermentioned Establishments :—

THE LONDON & WESTMINSTER BANK.
THE ROYAL BANK OF SCOTLAND (and Branches).
THE NATIONAL BANK OF SCOTLAND (and Branches).
THE NATIONAL BANK (IRELAND) (and Branches.)

THE BOMBAY BRANCH, makes advances on the pledge and deposit of Government Papers, and Loans are granted to Officers in the services on approved Security, and to Regiments for Regimental purposes.

The Bank grants Circular Notes negotiable in Egypt and the Continent of Europe. The following are the current rates of Exchange :—

On London at 6 months' sight ..... 2s. 0d.
" 4 months' sight ..... 1s. 11½d.
" 3 months' sight ..... 1s. 11½d.
" 2 months' sight ..... 1s. 11½d.
" 1 month's sight ..... 1s. 11½d.
" On demand ..... 1s. 11½d.
On Scotland ..... 1s. 11½d.
On Ireland ..... 1s. 11½d.
Circular Notes ..... 1s. 11½d.

The London General Manager will generally, if desired, be reparel to discount the Bank's Bills at the current rate of the day.

The Bank purchases Bills and grants Drafts payable at Calcutta, Agra, Madras, Lahore, Kurrachee, Umritsar, Hong-Kong, and Shanghai.

INTEREST ALLOWED.

1. On Floating, or Current Deposits, payable on demand of not less than Rs. 1,000 or more than Rs. 50,000. 2 per cent. per annum.

2. On Fixed Deposits at 3 months' notice, 3 per cent. per annum.

3. On Fixed Deposits at 6 months' notice, 4 per cent. per annum.

4. On Fixed Deposits at 12 months' notice, 5 per cent. per annum.

Fixed Deposits may generally be availed of for the Bank's Bills on London without notice.

Notice of withdrawal can be given at the time of depositing the money, or at any time thereafter.

Interest is credited to Deposit accounts half-yearly.

No Interest allowed on Current Account Balances under Rs. 1,000 or over Rs. 50,000, unless by special agreement.

The Funds of all public bodies connected with the Service and of such other Societies as the Directors may consider eligible for the same privilege, will be received by the Bank at its highest rate of interest for the time being, subject to modified conditions.

The Bank reserves to itself the right of paying off all interest Deposits, and of modifying the terms thereof, on giving one month's notice.

Parties making remittances to the Banks should specify distinctly the Account or Accounts to which the same are to be credited. *Accuracy in this respect is particularly desirable.*

COMMISSION.

The Bank takes charge of Government Securities, Shares in Banks and other Companies without charge, and realizes the Interest and Dividends, for which a charge will be made of ½ per cent.

On returning Government Paper or other Securities out of safe custody, a charge will be made of ½ per cent.

On the purchase or sale of Government Securities and Bank or other Stock, ½ per cent.

To obviate disappointment to parties at a distance purchasing the Bank's Bills on London, which might reach them too late for despatch by first Mail, it is hereby notified that the Bank will, whenever so requested, transmit the first of Exchange direct, on being furnished with the correct address of the party at Home to whom the remittance is to be sent.

All Orders or Hoondies should be made payable to the Manager of the Agra & U. S. Bank, Limited, or order, and the letters enclosing them should state distinctly the name of the person to whom the Remittance is to be made (*if to a Lady her Christian name or name in full,*) and the sight at which the Bills are to be drawn.

NOTICE.—The Bank will obtain registry of Promissory Notes of the several Loans of the Indian Government, and endorsement for payment of the interest in London.

Drafts for interest on such Government Promissory Notes, in the Treasuries of Calcutta and Madras, will be received for encashment, at current rates of Exchange, or for remittance in India, at the Head Office of the Bank in London, where coupons become due also deposit their securities for safe custody.

Parties are requested to address the "*The Manager of the Agra and United Service Bank, Limited, Bombay,*" and to make all orders or Hoondies payable to him.

A Branch of the Bank has been lately established at Kurrachee (Mr. H. F. W. Bower, Manager,) for the transaction of business in all its Branches.

JOHN CARDNO,
Bombay, 20th May 1862. Manager.

CHARTERED MERCANTILE BANK OF INDIA, LONDON, AND CHINA.

EXCHANGE.

THE Bank grants Drafts on London, and on Scotland and Ireland, also *Circular Notes* negotiable in Egypt, Syria, and the principal Towns of Europe, at the following current rates of Exchange :—

On London, at 6 months' sight ..... 2s. 0d. per Rupee.
" 4 do. ..... 1s. 11½d. "
" 3 do. ..... 1s. 11½d. "
" 2 do. ..... 1s. 11½d. "
" 1 do. ..... 1s. 11½d. "
" On demand ..... 1s. 11½d. "
On Scotland do. ..... 1s. 11½d. "
On Ireland do. ..... 1s. 11½d. "
Circular Notes for the use of Travellers on the Continent and to Europe, Overland, at 1 day's sight ..... } 1s. 11½d. "
Drafts at 6 months' sight are not granted for less than £50 and amounts under £20 are only drawn for payable on demand.

The Bank also purchases Bills and grants Drafts payable in Calcutta, Madras, Ceylon, Hongkong, Canton, Shanghai, Singapore, Penang, and Mauritius.

Bills collected at any of the above places at an uniform charge including postages, of one per cent.

INTEREST ALLOWED.

On Current Accounts ..... 2 per cent.
On Deposits payable on demand, subject to a commission of ½ per cent. on amounts withdrawn 4 "
Deposits for 3 months ..... 4 "
Do. do. 6 do. ..... 5 "
Do. do. 12 do. ..... 6 "

No interest allowed on Current Account Balances under Rs. 1,000 on Deposits over Rs. 50,000, unless by special agreement.

No cheques paid or cash received under Rs. 20.

COMMISSION.

The Bank takes charge of Government Securities, Shares in Banks and other Companies, without charge, and realizes Interest and Dividends thereon on the following terms :

If to be remitted in the Bank's Drafts, without charge.

If to be paid in India, a Commission will be charged of ½ per cent.

On receiving Government Paper, or Share Certificates out of safe custody, or when sold, on paying the proceeds of such sale in India, a commission will be charged of ½ per cent. But if proceeds are remitted on the Bank's Drafts, without charge.

Commission charged on purchase and sale of Government Securities and Shares ½ per cent.

R. D. PEEBLES,
Bombay, 1st May 1862. Acting Agent.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

INCORPORATED BY ROYAL CHARTER.

Head Office—No. 29, Threadneedle St., London.
Paid up Capital—£644,000.
London Bankers—The Bank of England, The City Bank.
Branches and Agencies at Bombay, Calcutta, Singapore, Hongkong, and Shanghai.

BOMBAY AGENCY.

EXCHANGE.

THE Bank's Agency in Bombay grants Bills of Exchange on THE CITY BANK, London, at the following rates, viz :—

6 months' sight (not under £50) at 2s. 0d. per Rupee.
4 Do. ..... at 1s. 11½d. "
3 Do. ..... at 1s. 11½d. "
2 Do. ..... at 1s. 11½d. "
1 Do. ..... at 1s. 11½d. "
On demand (Head Office) ..... at 1s. 11½d. "

DEPOSITS.

Interest is allowed on CURRENT ACCOUNTS at 2 per cent. per annum, on the daily balance, and on FIXED Deposits, as follows :—

Repayable in one sum, at 3 months' notice, 4 per cent.
Do. 6 do. 5 "
Do. 12 do. 6 "

No Interest allowed on Current Account Balances under Rs. 1,000 nor on Deposits above Rs. 50,000, unless by special arrangement.

REMITTANCE.

The Bank's Agency undertakes to realise Drafts or Hoondies on the Presidency without charge, for remittance to Europe in the Bank's Bills on the City Bank, London.

All Drafts, or Hoondies, forwarded for realisation, to be made payable to the Chartered Bank of India, Australia, and China or order.

COMMISSION.

On the sale or purchase of Government Paper, Bank Stock and other Securities ½ pe cent. on the amount realised or invested.

The Bank receives Government and other Securities for safe custody, free of charge, the Interest or Dividends thereon being credited to account, or remitted home in the Bank's Bills.

On Interest or Dividends, or proceeds of Securities by sale, ½ per cent. if the amounts be paid in India, if remitted home by the Bank, no charge.

On delivering up of Securities, deposited for safe custody, ½ per cent.

Office hours 10 A.M. to 4 P.M.; Saturdays 10 A.M. to 1 P.M.

ANTHONY MORRISON,
May 2nd, 1862. Agent.

ORIENTAL BANK CORPORATION.

BOMBAY AGENCY.

EXCHANGE.

THE CORPORATION grant Drafts on London on Demand, and at from one day to six months' sight, and Drafts on Scotland and Ireland on demand ; also Circular Notes negotiable in Egypt, Syria, the Continent of Europe, New York, the West Indies, Australia, New Zealand, and the Cape of Good Hope.

The Current rates of Exchange are :

On London at 6 months' sight ..... 2s. 0d. per Rupee.
" 4 do. ..... 1s. 11½d. do.
" 3 do. ..... 1s. 11½d. do.
" 2 do. ..... 1s. 11½d. do.
" 1 do. ..... 1s. 11½d. do.
" on demand ..... }
On Scotland do. ..... } 1s. 11½d. do.
On Ireland do. ..... }
On Paris, at 3 days' sight ..... 1s. 11½d. do.
Circular Notes payable throughout Europe 1s. 11½d. do.

No Drafts at six months' sight are granted for sums under £50. Same under £20 are only drawn for on Demand.

Drafts are also granted on Calcutta, Madras, Ceylon, Hongkong, Singapore, Mauritius, Melbourne, and Sydney.

The Corporation purchase or collect Bills payable in Europe or in Calcutta, Madras, Ceylon, Hongkong, Singapore Mauritius, Melbourne, and Sydney.

DEPOSITS.

The Corporation receive Deposits on the following terms :—

Repayable on demand, in sums of Rs. 100 and upwards ..... 2 per ct. per annum.
Do. in one sum, at 3 months' notice ..... 3 " "
Do. do. 6 do. ..... 4 " "
Do. do. 12 do. ..... 5 " "

No interest allowed on Deposits under Rs. 1,000, nor on deposits over Rs. 50,000, *unless by special arrangement.*

REMITTANCE.

The Corporation undertakes to remit money to Europe by each Overland Mail, free of charge.

Parties are requested to make all Orders or Hoondies payable to "*The Oriental Bank Corporation or Order,*" and to state distinctly the name and address of the person to whom the Remittance is to be made, *(if to a Lady, her Christian name or names in full,)* and the sight at which the Bills are to be drawn.

COMMISSION.

The rate of Commission charged by this Agency on the purchase or sale of Government Securities negotiable in Bombay, is ½ per cent. on the amount invested or realized, and on the collection of Bills, one per cent. and Postage.

The Corporation take charge of Government Paper, Shares in the Bank of Bombay, and other local Stocks, free of all charges, and will draw Interests and Dividends on the same as they fall due, on the following terms :—

If to be remitted through the Corporation ..... Without charge.
If to be paid in India, a Commission will be ..... ½ per cent.
On returning Government Paper out of safe custody ..... ½ per cent.

Hours of business ..... 10 to 4 o'clock.
Saturday ..... 10 to 1 do.

KURRACHEE SUB-AGENCY.

Messrs. Finlay and Co. will grant Drafts on the Corporation and negotiate Bills payable in London and Bombay.

Bombay, 1st May 1862.

SHIPPING.

BOMBAY.

Departures.

DATE.	SHIPS.	COMMANDERS.	To.
July 28	Earl of Clare	Wilson	Calcutta.
	Good Success	McGregor	Calcutta.
	Melecete	Gould	Liverpool via Tuticorin.

PASSENGERS SAILED.

Per ship *Earl of Clare*, to Calcutta.—Two native women.
Per ship *Good Success*, to Calcutta.—Three natives.

Port Clearances.

The following vessels obtained their port clearances yesterday :—

P. & O. Co.'s Steamer *Singapore*, Grainger, bound to Hongkong, &c.

B. S. N. Co.'s Steamer *Scindian*, Mason, bound to Kurrachee.

Ship *Floating Light*, T. Starkie, bound to Liverpool.

Commenced Loading.

The following vessels began to load yesterday :—
Steamer *Maharaj*, for Surat.
Ship *Norah Graeme*, for Liverpool.

DAILY EXPORTS

BOMBAY, MONDAY, 28TH JULY 1862.

For London.

Istamboul.—51 bags Sursee Seed, 76½ cwt., R. Souzba and Co.: Loose E. Teeth, 3 cwt., Khatow Khimjee.

Victory.—490 pieces E. Teeth, 21 cwt. 2 qrs. 24 lbs., Nanjeebhoy Mohmed.

For Liverpool.

Sun Mendel.—50 bales Cotton, 175 cwt., 30 bales Wool, 90 cwt., S. and N. Nanabhoy ; 1 box Sandalwood Boxes, 1 box China Tea Tray, Coupland and Co.

Lord Raglan.—351 bales Cotton, 1,223½ cwt., S. and N. Nanabhoy ; 100 bales Wool, 300 cwt., Alladinbhoy Hubibbhoy.

Dora.—300 bales Cotton, 975 cwt., Peel Cassels and Co.

Comet.—966 bundles Gingelly Seed, 483 cwt., 34 bundles Linseed, 17 cwt., Jairam Visram ; 600 bales Cotton, 2,100 cwt., Ritchie Steuart and Co.

Norah Graeme.—450 bales Cotton, 1,575 cwt., Nursy Wooterda ; 475 bales Cotton, 1,662½ cwt., Dhurumsy Virjee.

Queen of the West.—400 bales Hemp, 1,050 cwt., Mathuradass Ragowjee.

For Havre.

Noveille Antoniette.—125 bales Cotton, 437½ cwt., T. Chambers.

For Singapore.

Nurbuda.—203 bags Wheat, 400 I. maunds, Curseondass Varundass.

STATIONS OF H. M.'s INDIAN NAVY.

1450	Ajdaha, 20 (flag-ship), Frashard	...	Bombay.
*304	Assyria, (paddle),	...	...
*246	Auckland, (paddle),	...	... Bombay.
	Augusta, 6 (schooner)	...	... Bombay.
654	Berenice, 2 (paddle), Chitty	...	... Bombay.
*150	Clive, 14 (sloop),	...	... Bombay.
800	Clyde, 3 (screw gun-boat), Sadley	...	Bombay.
204	Comet, 2 (p. gun-boat), Selby	...	River Euphrates.
182	Constance, 3 (schooner), Trollope	...	Aden.
1936	Coromandel, 4 (screw), Batt	...	Under orders for Bombay.
205	Cursetjee, (flat)	...	River Indus.
1022	Dalhousie, (screw), Pengelley	...	Bombay.
387	Elphinstone, 12 (sloop), De Beloa	...	Under orders for Bombay.
274	Ethersey, (flat)	...	River Indus.
225	Euphrates, (survey ship), Whish	...	Surveying Bombay Harbour.
495	Falkland, 12 (corvette), Drought	...	Under orders for Bombay.
1450	Feroze, 13 (paddle), Tronson	...	Bombay.
215	Goolamar, (paddle yacht), Nacoda	...	Bombay.
99	Georgiana, 2 (tender)	...	Persian Gulf.
300	Hagh Rose, (gun boat) Wood	...	Kurrachee en route to Bombay.
200	Lady Falkland, (paddle),	...	Harbour Defence, Bombay.
157	Mahi, 3 (schooner), Gardiner	...	Aden.
167	Mario, (schooner)	...	Bombay.
49	Nerbudda, (schooner),	...	Karrachee.
204	Nimrod, 2 (paddle),	...	River Indus.
325	Planet, 1 (paddle), Fletcher	...	River Indus.
140	Pictet, (screw), White	...	Bombay.
1246	Prince Arthur, (screw),	...	Under orders of transfer to the Bengal Government.
335	Satellite, 1 (paddle), Harrison	...	River Indus.
960	Semiramis, 8 (paddle), Worsley	...	Bombay.
619	Sir Henry Lawrence, 2 (paddle), Jones		River Indus.
40	Snake, 1 (paddle), Rogers	...	Bombay Harbour.
258	Tigris, 5 (brigantine),	...	Under orders for Bombay.
*795	Victoria, 4 (paddle),	...	Bombay.
1003	Zenobia, 9 (paddle), Adams	...	Aden.

* Out of Commission.

VESSELS IN BOMBAY HARBOUR.

[c. l. signifies "commenced loading."]

FOR LONDON.

1310 Istamboul, Deuchar—Jehanzhir N. Wadia. (c.l. May 10)
579 Victory, H. Stephens—Forbes & Co. (c. l. June 5)

FOR LIVERPOOL.

2153 Bates Family, Hogg—Edward Bates & Co. (c. l. May 16)
886 Bucton Castle, Cherry—C. S. King & Co. (c. l. July 10)
668 Celuta, Hayes—Coupland & Co.
1046 Childwickbury—Martin Young & Co. (c. l. June 5)
1120 Contest, Jennings—Ewart, Latham & Co. (c. l. July 18)
854 Dora, Rose—J. P. Cornforth & Co. (c. l. July 16)
1154 Forest Rights, Thomson—Gray & Co. (c. l. July 16)
1124 Golconda, Dais—Lawrence & Co. (c. l. July 5)
1596 John Linn, Kavanagh—Lawrence & Co. (c. l. May 19)
1904 Lord Raglan, Citron—Lawrence & Co. (c. l. July 12)
1242 Mary Stenhouse, Finlay—E. Bates & Co. (c. l. July 22)
1017 Negotiator, Hawkins—Rennie, Scovell & Co.
1001 Norah Greame, Bake—E. Bates & Co. (c. l. July 28)
1435 Queen of the West—Rennie, Scovell & Co (c. l. July 23)
1033 Sam Mendel, Ellwood—Coupland & Co. (c. l. July 1)
578 Thomas Mitchell, Mitchell—W. & A. Graham & Co.
632 Veritas, Carry—E. Latham & Co.
1220 Zouave, Griffiths—W. Nicol & Co. (c. l. July 10)

FOR HAVRE.

553 Daylight, Smith—W. Nicol & Co.
439 Noveille Antoniette—S. Tyebjee & Co. (c. l. July 4)

FOR CHINA, &c.

1200 Singapore, (s) G. A. Grainger—P. & O. Co. (c. l. July 21)

FOR SINGAPORE.

1201 Futtay Mombarack—Curseondass Verdass (c. l. July 25)

FOR CALCUTTA.

327 Prince of Wales, Nacoda—H. J. Abadin. (c. l. May 12)

FOR CALCUTTA VIA COAST.

609 Shaw Allum, Prefrang—Hajee Ebhram. (c. l. July 24)
609 Fazel Bhary, Nacoda—Hajee Ebhram. (c. l. July 17)

FOR RANGOON.

641 China, Logan—Wallace & Co. (c. l. July 23)

FOR MOZAMBIQUE.

74 Sullamattee, Nacoda—Sayne Lalljee. (c. l. May 27)

FOR KURRACHEE.

565 Bello Virginie—Dossabhoy Cursetjee&Co. (c. l. July 15)
209 Champion, Owen—Jewraz Sazen. (c. l. July 18)

FOR NEW YORK.

1145 Crown Point, Knapp—J. Reynolds & Co. (c. l. June 5)

MAURITIUS.

250 Nasry, Nacoda—L. Samjee. (c. l. July 7)

FOR ZANZIBAR.

446 Nader Shah, Nacoda—Cassum Natha. (c. l. July 21)

NOT FIXED.

672 Ally, Shepherd—H. E. Cadoo.
307 Artemise, Nacoda—Cassum Natha.
290 Ararat, Nacoda—H. M. A. Lutiff
501 Bombay Merchant, Gwyer—Heerjee Arut.
559 Bassorah Merchant, Richards—H. J. S. Deena.
1060 Caribou, Cameron—Lawrence & Co.
502 Chatham, Thurtell.—D. H. Cama & Co.
457 City of Poona, Nacoda.
646 Coleroon, Hale—Remington & Co.
935 Defiance, Galloway—Ritchie, Steuart & Co.
875 Egeria, Storey—John Clover Co.
270 Ellesmere, Anderson—W. Nicol & Co. (laid up)
Fazel Currim, Nacoda.
310 Fattay Sultan, Nacoda—H. E. Joub.
696 Granville, Lake—W. Nicol & Co.
450 Governor Higginson, (s) Greig.
1324 Hahneman, Phillips—Rennie, Scovell & Co.
1218 Harrey Paddemsey, Richardson—E. Bates & Co.
620 Hydery, Stephenson—H. M. A. H. Carim.
1099 Iskunerba, Mahomed.
155 Keerata Roodeen, Nacoda—Dinshaw Bhicajee Khan.
511 Lady Frankland, Nacoda—Jairaz Fazel & Co.
30 Mahomed Box, Nacoda—Cowasjee Eduljee.
524 Maria Gray, P. L. Jones—M. A. M. Khan.
499 Nadershah, Nacoda—Gopaldass Mowjee.
109 Nasarool Hamed, Nacoda—M. Husein.
716 Nile, Young—W. and A. Graham & Co.
291 Norbudda—Curseondas Varundass.
1233 Norwood, Stapelton—John Clover & Co.
1569 Oriental, Hill—Cursetjee Jemsetjee & Co.
150 Royal Victoria, Nacoda—Dinshaw Bhickajee Khan.
791 Robina Coates—Coupland & Co.
919 Rowantree, Lewis—Lyon Brothers & Co.
1131 Sir Edward Perry, Jankins.
783 Victoria, Sanderson, John Clover & Co.
363 Tezzer, John Shaw—Hajee Mahomed Sedick.
1131 War Cloud, MacKay—Rennie, Scovell & Co.
688 Winterthur, Sward—A. H. Huschke & Co.

P. & O. Co.'s STEAMERS.

1019 Behar, Brooks.
1209 Ganges, H. Wilkinson.
1109 Jeddo, Brown.
1600 Pottinger. (Laid up.)

VESSELS EXPECTED AT BOMBAY.

FROM LONDON.

400 Ark ..... March 18
731 Brandon, Umfreville ...
106 Cadueeus, Cash ..... April 14
936 City of Carlisle, Pentreath. June 26
783 Clyde, Jourdain .....E. Bates & Co.
1192 Cospatrick, Elmslie.....
766 Coromandel, Thompson.
1047 Daniel Rankin, Rankin.
826 Eloisa, Philpot.....
766 Empress of India, Thompson. June 30
1057 Gloriana, Vale .....Ritchie, Steuart & Co. June 12
810 Gratorth, Shaw .....Grey & Co.
General Havelock, Spowart.
1112 Her Majesty, Seymour
1354 Herefordshire, Escott ...W. Nicol & Co. April 25
1182 Indus (s) Jackson ..... May 26
1108 James Smith, Calhoun...W. & A. Graham & Co. May 5
678 Lady McDonald, Brunell.. John Tanner & Co.
541 Naval Brigade, McEwen.. D. H. Cama & Co. June 20
676 Queen of England, Oates.
694 Robert Ritson, Brough....
870 Sydney Eggers, Pitcairn. June 15
847 Talbot, Spencer.....*Grey* & Co. June 15
962 Tyburnia, Cook ..... May 19
990 Wings of the Wind, Wyle. Forbes & Co. May 15
1074 Windsor Castle, Pare ...Ritchie, Steuart & Co.

FROM LONDON VIA BELFORT AND KURRACHEE.

704 Phœbe Dunbar,—Campbell Mitchie & Co. Dec. 16

FROM LONDON VIA ANTWERP.

475 Freys,.....A. H. Huschke & Co.

FROM LIVERPOOL.

1133 Admiral Lyons, Thompson. Lyon Brothers. June 23
1227 Anna Kyle, Shaw..... June 18
709 Birkby, Purdy .....B. & A. Hormusjee. June 11
1278 Celestial Empire, Murray. Forbes & Co. April 26
1066 Charger, Smyth .....Rennie, Scovell & Co.
1094 Elizabeth Fry, San .....
1134 Eyaminondas..... April 19
1342 Fanny Forsyth, Gillon—E. Bates & Co. June 16
870 Fanny Maud, Pitcairn ...
1393 Flying Venus, Withycombe—E. Bates & Co.
1249 G. H. Holt, Robinson ... May 17
774 Glen Monach, Lewis ... May 19
848 Helen Douglas, McDougall.
1218 Howden, Verril.....Ritchie, Steuart & Co. May 30
1496 Inkerman.....Coupland & Co. May 13
726 Jalveer, Wyndham.....Coupland & Co.
1072 James Livesay, Brown...J. P. Cornforth & Co. May 26
1242 Labrador, Quinn .....(put back)—Peel, Cassels & Co.
855 Lady Havelock, Neill ... May 5
1289 Lancastrian, Pearson...George S. King & Co. May 5
1104 Malakoff, Harris .....
1075 Natalia, Macguire .....
1081 Palinurus, Tegan.....
1008 Peerless, Flovin..... June 19
578 Ralston, Macfarlane ..... June 18
906 Rosalie, Williams ..... Lyon Brothers. June 17
1090 Sir John Lawrence, Sinclair. B. & A. Hormusjee Apr. 26
1050 Shaftesbury Bennison..... May 19
986 Sillery, McAulay..... May 19
886 Sea Horse, Banks ..... J. P. Cornforth & Co. June 30
1700 The Duke, Hawkins .....J. Tanner & Co. April 20
161 Talavera, Blair .....

FROM LIVERPOOL VIA GALLE.

1030 Albatross, Pollock .....
1340 Amoor, Potts .....Ritchie, Steuart & Co. June 14
1045 Palmerston, Wilson.....Ritchie, Steuart & Co. June 2

FROM LIVERPOOL VIA ADEN.

1033 Aaron Browne, Rogers ... March 15
1093 Azuline, Manson .....John Clover & Co. Feb. 17
1005 Beeston Castle, Corney ...Rennie, Scovell & Co. Feb. 3
1334 Belgravia, Pentecost ..... May 17
859 Clarendon, Martin .....Ritchie, Steuart & Co.
1325 Earcolydon, Wright .....Martin Young & Co. Feb. 17
1118 Express, Kelly .....John Clover & Co. April 21
1564 Harmonides, Moran.....Dady and Sorabjee. June 19
810 James Jardine, Lermont.. April 24

FROM NEWCASTLE.

858 Bucephalus, Black .....W. Nicol & Co.

FROM CARDIFF.

427 Enterprise, Haynes .....
844 Lucy & Harriet.....
419 Nazzig, Gibson.
680 Ville de Cherbourg..... April 28

FROM CARDIFF VIA GALLE.

1059 Charles, Pollybank.....
929 Minerva, Calhoun ..... Feb. 10
712 Speedwell, Willy .....

FROM SWANSEA,

Nanaing, Gibson ..... May 25

FROM SUNDERLAND.

1117 Edmund Kaye ..... May 27
1197 Witch of the Wave .....

FROM SUNDERLAND VIA GALLE.

1260 Earl of Elgin.

FROM SUNDERLAND VIA ADEN.

809 Albert Edward, Mason... April 30
800 Alipore ..... April 29

FROM BETPORE.

640 Sarah, Love.

FROM THE CLYDE.

629 Caledonian, Memillan ...
917 Flower of the Forest White W. & A. Graham & Co. May 16
930 General Neil, Clarke ... June 27
402 Ino, Macfie..... May 1
799 Lord Brougham, Herring.
761 Sailor, Prince .....

FROM SAN FRANCISCO.

789 Anne Mary, Jessyman ...Coupland & Co. Jan. 8

FROM CHINA.

1360 Countess of Elgin.....Ritchie, Steuart & Co.

FROM ADEN.

644 Carnatic .....

FROM CALCUTTA.

Duke of Wellington .....
Glen Isla.....
Peerless .....
Tasmania.....

BENGAL.

ARRIVALS.—July 16, Ship *Fort William*, Castle, from Bombay 10th June.
Ship *Mutlah*, Hustwait, from London 14th March.
17, Ship *Tipp-o Saib*, Teasdale, from Liverpool 15th March.
Ship *Cluning*, Sharp, from London 28th Feb.
Steamer *Moulmein*, (particulars not received).

MADRAS.

ARRIVAL.—July 22, H. M. Steamer *Coromandel*, R. Bath, I. N., from Chusan 13th July.

MILITARY.

BOMBAY.

ARRIVALS.—JULY 28.

Swiney, Lieut. J. D., Engineers, on duty in Regiment Depôt from Jacobabad.
Boulton, Captain C. F., Staff Corps, on leave, from Kurrachee.

DEPARTURES.—JULY 28.

Bannerman, Captain, H. M.'s 3rd Regt. N. I., on leave, to Ceylon.
Wray, Major J., Staff Corps, on duty, to Khandalla.
Fraser, Captain S., Madras Staff Corps, on leave, to Hyderabad.

GARRISON ORDERS.

BY BRIGADIER J. LIDDELL, C. B.

Bombay, Monday, 28th July 1862.

The 33rd Regiment the Officer for the Castle Guard tomorrow, also the Adjutant for the day.

1. Captain Bannerman, of the 3rd Regt. N. I., has been granted leave of absence from 29th July to 28th August 1862.

2. The Special Committee ordered in Garrison Orders of the 17th instant, and of which Lieut. Colonel Collings, 33rd Regt., is President, will reassemble on Wednesday next, the 30th instant, at the same time and place, for the inspection of salt meat provision.

GENERAL ORDERS BY THE COMMANDER-IN-CHIEF.

Adjt. Genl.'s Office, Head Quarters, Poona, 26th July 1862.

The undermentioned Warrant and Non-Commissioned Officers have passed the colloquial examination in Hindustance :—

Sub-Conductor Wild, Commissariat Department.
Serjeant Edwards, Barrack Department.
Serjeant Brothers, Barrack Department.

With the sanction of Government, Assistant Apothecary R. McLeane (No. 108) of the Subordinate Medical Department, is deprived of his Warrant and summarily discharged the service.

Government has been pleased to decide on the claims of the undermentioned unfits :—

Sappers and Miners.

Serjeant Charles Devine, to be sent to Europe as an insane and discharged.

17th Regiment N. I.

Subedar Gunneish Sing, to be pensioned on Rs. 42-0-0 per mensem at Head Quarters 17th Regt. N. I.

Medical Department.

1st Hospital Assistant Francis De Souza, to be pensioned on Rs. 20-0-0 per mensem at Tanna.

Bombardier and Acting Laboratoryman George Ferguson, is at his own request, remanded to the Regiment of Artillery and will join the 3rd Battery 21st Brigade at Kurrachee in the rank of Bombardier.

The following order is confirm

BOMBAY, BARODA, AND CENTRAL INDIA RAILWAY.

OPEN 132½ MILES.

Statement of Traffic, Week ending 6th July, 1862.

COACHING.

Number of Passengers, 13,244.
Amount ..... Rs. 7,213 0 3

MERCHANDIZE.

Amount ..... ,, 3,048 12 5

Total... Rs. 10,261 12 8

Corresponding Week last year, Open 109½ *Miles.*

COACHING.

Number of Passengers, 8,447.
Amount ..... Rs. 2,782 14 10

MERCHANDIZE.

Amount ..... ,, 488 7 8

Total... Rs. 3,271 6 6

WEATHER REPORTS.

POONA.—During the fortnight ending 15th instant, there have been very slight and partial showers of rain throughout the Collectorate in Desh villages, while at the Hill villages there has been sufficient rain, but at Bheemthurry there has been no rain at all. Sowing operations in Desh villages have been retarded by want of rain, where also in some places young plants have commenced withering, while those at the Hill villages are doing well. Cattle disease is prevalent in some of the villages.

RETNAGHERIE.—The fall of rain was sufficient. The transplantation was nearly completed; all the crops were in a forward state. District healthy.

BOMBAY POLICE INTELLIGENCE.

FORT POLICE OFFICE.

Monday, 28th July 1862.

(BEFORE W. CRAWFORD, ESQ.)

CHARGE AGAINST CAPTAIN SMALES.—Captain Thomas Smales, who was recently ordered to be cashiered by sentence of a Court Martial which was so long sitting at Mhow, and who was arrested on a warrant issued by the Senior Magistrate of Police, on Sunday last, on board of the Mail steamer, *Malta*, as he was about proceeding to Europe. The warrant was granted on an information laid by Mr. Shaw Stewart, Secretary to Government. Captain Smales was brought up this morning in custody of Mr. Hallums, the European constable of Police. He was charged by Mr. Shaw Stewart with criminally misappropriating, under the Penal Code, the sum of Rs. 16,000. This charge was not entered until some time after the parties had been in Court.

Mr. Dunbar, instructed by the Crown Solicitor, Mr. H. Cleveland, prosecuted.

Mr. Scoble, instructed by Mr. Sangster, appeared on behalf of the accused.

The Barristers and Solicitors and Mr. Smales were in attendance soon after 11 o'clock, but the case could not be proceeded with until the arrival of Mr. Shaw Stewart. At a quarter past twelve o'clock that gentleman entered the court, when he entered into conversation with the Magistrate on the Bench.

Mr. Scoble applied for the information on which the warrant was granted, as he presumed that there was an information laid previous to the warrant being issued for the apprehension of Captain Smales. He wished to see that information.

His Worship called upon Mr. Cleveland to enter the charge upon the paper.

His Worship said, that he understood from Mr. Shaw Stewart, that there were a large bundle of papers which that gentleman had only just received from Mhow, therefore it would be better for all parties that the investigation should be put off till three o'clock.

Mr. Scoble said, that His Worship would see the object that he had in view in making the application, which he had made twice before, viz., for the information that had been laid when the warrant was granted for the apprehension of his client. That was the charge that he wanted to see, and not any after charge that might be made.

Mr. Dunbar said, that he had got a bundle of papers from Mhow, just put into his hands, and it was quite impossible for him to know what the charge was until he had an opportunity of looking over them.

Mr. Scoble again repeated his application.

His Worship said that he must refrain from making any answer until he had the charge properly before him.

Mr. Scoble requested to know, in that case, why his client was detained in custody?

His Worship said, that he did not intend to answer any questions. When the charge was properly entered in writing, then Captain Smales would be brought regularly before the Court.

The charge having been entered on the sheet His Worship said that the investigation would be proceeded with at three o'clock.

Mr. Sangster applied to His Worship that Captain Smales might be allowed to remain in Court until that time.

His Worship,—Certainly, Captain Smales can be accommodated in my private room until that time.

The case came on for investigation again at three o'clock.

The counsel for the prosecution and for the accused were again in attendance.

Mr. Shaw Stewart and Captain M. R. Eden, Brigade Major of British troops were both in attendance.

Mr. Dunbar said that he appeared on behalf of Government to prosecute Captain Smales. There had been telegraphic messages received which informed them that there were witnesses coming down from Mhow. Therefore he had to ask his worship to adjourn the further hearing of the case until Thursday next, as it would not be possible to produce the witnesses before that time. Captain Smales had been Paymaster of the 6th Inniskilling Dragoons and had received considerable sums of money for the purpose of paying the troops. He had been suspended from the 18th of June and Mr. Malone, the Riding Master, had been appointed acting Paymaster. There had been a committee appointed to examine the accounts, and in looking over them there appeared to be a deficiency of Rs. 16,134. Captain Smales had been requested to attend that meeting, which he did not do but proceeded to Bombay.

Mr. Scoble said that he supposed that there would be no objection to release Captain Smales on his own recognizances, or on the bond that he had entered into as Paymaster which was to the amount of Rs. 10,000 and a guarantee from an insurance Society for Rs. 20,000. His client was desirous to have the fullest possible investigation of the case. He (the learned counsel) was of opinion that no charge whatever had as yet been made out, and therefore it was the more reasonable to suppose that his client should be released from custody.

Mr. Dunbar made some objections, but eventually expressed his willingness to consent to Captain Smales being released on the full amount of the bond.

Mr. Scoble said that it must be borne in mind that at present there was no evidence at all produced.

It was then agreed that Captain Smales should enter into his own recognizances, in the amount of Rs. 10,000 and the guarantee bond of Rs. 20,000 to appear on Thursday next.

Mr. Scoble said that he must repeat the application that he had made before for a copy of the original information upon which the warrant had been granted. He wanted a copy of that information and if he could not get that, then he wished it or to have it read over. His client had been arrested on his way down from Mhow, and again arrested here on a different charge from the other. He was desirous of knowing on what grounds he (Captain Smales) had been arrested on board the Mail steamer, on the previous day. Therefore he asked for an inspection of the information, as every man had a right to know what he was charged with.

Mr. Dunbar said that Mr. Scoble must know what that charge was as he had stated that it was a different charge to the one on which the prisoner had been arrested on the road from Mhow. The charge was entered in the charge sheet.

Mr. Scoble said that he understood very well the reason why his learned friend fought so hard against his application. The basis of the charge was in the information that was laid before the Magistrate, previous to the granting of the warrant. He wanted to know on what charge his client was detained, and that he had a right to know.

Mr. Dunbar said that the Magistrate was bound to take down in writing the information, but that was no reason why it should be given to the prisoner.

Mr. Scoble then applied for the names of the witnesses expected from Mhow.

Mr. Dunbar replied that Mr. Malone, the Acting Paymaster was one of them, but he did not know the names of the others.

His Worship then sent for Archibald's law of evidence and another authority and requested Mr. Scoble to look over them.

Mr. Scoble declined, as he was fully aware of the law and the practice in such cases.

Mr. Dunbar said that if His Worship would look at the Indian Acts, he would find that the prisoner was not entitled to have a copy of the depositions until after he was committed for trial. The information was the same as the depositions. There was another reason why the information should not be given up which was, that it might be deemed advisable to alter the charge.

Mr. Scoble remarked that he was already aware that they had altered the charges four times.

His Worship said that he had heard nothing in opposition to the application made by Mr. Scoble, which application had been repeated four or five times.

Mr. Dunbar said that the depositions were the same as the information and that the prisoner had no right to them at the present stage of the enquiry.

His Worship said that he considered that he was bound to give his reasons for granting the warrant for the apprehension of Captain Smales; and he could only do so by reading the information. His Worship then proceeded to read the information which set forth that it was laid by Michael John Maxwell Shaw Stewart, Acting Secretary to Government, and dated Bombay 27th July and laid before W. Crawford, Esq., Magistrate of Police. It was to the effect that information had been received that Thomas Smales had committed theft to the amount of Rs. 20,000 or thereabouts of the money of the Secretary of State for India: and that he had left Mhow and was about to proceed to England, and that a warrant might be issued for his immediate apprehension. That he the said Thomas Smales was supposed to be in Bombay and was supposed to have some of the money in his possession.

His Worship adjourned the further hearing of the case until Thursday next, at two o'clock. Captain Smales was then released having entered into the requisite recognizances to appear on the day appointed.

(BEFORE N. W. OLIVER, ESQ.)

TORTURING HIS HORSE.—Soultan Shankerana was charged with torturing a horse in the Mandavee road on the 26th instant.

The charge was fully proved against the prisoner.

His Worship found the prisoner guilty and inflicted a penalty of five rupees

REFUSAL OF DUTY BY A MAHOMEDAN SEAMAN.—Mahomed Casim, a Mahomedan seaman of the British ship *China*, was charged with wilful disobedience of lawful commands in refusing to do duty on board the above ship.

The master of the ship, Captain Logan, stated that the prisoner had repeatedly refused to do duty. He had got sixteen days longer to serve on board under the articles. The present was the third time that he had refused.

From the evidence of Dossabhoy Daddabhoy, a Dubash, it appeared that the prisoner told the men of the ship not to go to work after breakfast.

In his defence, prisoner said,—I am not willing to serve. I have seven days only to remain. If I am hanged I am not willing to work.

His Worship remarked that the prisoner had been before him once or twice previously, when he had been advised to return to his duty. He was now found guilty and sentenced to be imprisoned in the House of Correction, with hard labour for the term of four weeks.

PROCEEDINGS OF THE LEGISLATIVE DEPARTMENT, BOMBAY.

(*From the Bombay Government Gazette, July* 28.)

THE following Extract from the Proceedings of the Council of the Governor of Bombay, assembled for the purpose of making Laws and Regulations under the provisions of the Act of Parliament 24 and 25 Victoria, Chapter 67, is published for the information of all whom it may concern:—

The Council met at Poona on Wednesday the 23rd July 1862.

Present:—

His Excellency Sir H. B. E. FRERE, K.C.B., the Governor of Bombay, presiding.
His Excellency Sir W. R. Mansfield, K.C.B.
The Honorable Mr. Frere.
The Honorable Mr. Inverarity.
The Honorable the Advocate General.
The Honorable Mr. Tristram.
The Honorable Mr. Madhowrow Vittul Vinchoorkur.
The Honorable Mr. Juggonath Sunkersett.
The Honorable Mr. Robertson.
The Honorable Mr. Scott, and
The Deputy Secretary.

The Honorable Mr. Frere presented the Reports of the Select Committee on a "Bill to amend Section 45 of Clause I. of Regulation XIII. of 1827."

His Excellency Sir W. R. Mansfield said he had an amendment to propose, but would defer it to the next meeting, when the Report of the Select Committee would be considered.

The Advocate General remarked that he also wished to propose an amendment, and would send notice of it to the Secretary, in accordance with the Rules.

Mr. Juggonnath Sunkersett, in proposing the first reading of a "Bill for making better provision for the care of the Persons and Property of Minors in the Presidency of Bombay," said:—

"The Bill which I am going to bring forward in Council to-day is a 'Bill for making better provision for the care of the Persons and Property of Minors in the Presidency of Bombay.' It has been prepared by the Judges of the Sudder Adawlut, at the request of Government, and is intended to remedy the present defect in the law of this Presidency touching the care of the persons and property of minors. I am glad it has fallen to my lot to bring forward this Bill. As the Law now stands, there is nothing to prevent the natural guardians of minors from making away with the minor's estates. A want of provision to remedy this defect in the law has been much felt; and this Bill is intended to supply the want.

"Section 15 enacts, that the proceedings of the collector in charge of the estate should be subject to the control of the superior Revenue Authority. It is difficult to see why he should not be subject to the jurisdiction and control of the Civil Court, as well as any other manager of the minor's estates.

"In Section 18, where it runs, 'But no such person shall have power to sell or mortgage, &c.,' I would add the words, or 'otherwise alienate or dispose of' immediately after the word 'mortgage,' and this can be done in Committee. I think this addition necessary, because though the estate may not be sold or mortgaged, it may be disposed of in gift, as the law contains no prohibition against this,—the addition suggested therefore will, in my humble opinion, prevent the estate being so given away, and this I should be considered whether the restriction should not be extended to the moveable property of the minor,—or to some extent.

"I also wish to make another addition, viz. in regard to the marriage of minors. It is well known in India that females ripen earlier than in a cold climate. Before the age of 18 years girls are known to have become mothers of children. I think, therefore, that a provision should be made in this Bill to enable a minor, a female minor especially, to get married some time before she arrives at maturity—for, according to oriental ideas and customs, girls cannot be allowed to remain unmarried till they attain the age of 18. I am myself, I confess, averse to very early marriages, and have made it a rule in my own family, not to celebrate them as it is only hoped that my fellow-countrymen who are fond of early marriages will think of the evil consequences arising from such proceedings and desist from such course.

"With these additions, which suggest themselves to me at present I beg to introduce the Bill, which I trust may be discussed in the Committee, and outside these walls, and I would recommend that a fair time be allowed to the public to come forward, and state their reasons and objections if they have any such in regard to this enactment. I therefore move that this Bill be read a first time."

The President put the question that the Bill be read a first time, which was carried.

The Advocate General said he did not know whether it had been considered that the same person might be appointed guardian of the person and property. The Act seemed drawn up from the Calcutta Act. The words "Houses, Gardens, or the like" in the 8th Section seemed not to include moveable property. Then he did not see any reason for compelling the guardian of the person to give security. He did not think the words of Section 13 sufficiently large. The Court should have general discretion as to costs in case any proceeding were improperly taken. He fully concurred in the observation of the Honorable member opposite (Mr. Juggonnath Sunkersett) in the propriety of restricting the right of alienation or mortgage.

Then as to Section 29 he should think it doubtful whether 18 years was the proper age.

As to the last Section, he should like to know why the Supreme Court was to be excluded? He did not see why that Court should not have cognizance of matters respecting minors residing within the Presidency Town.

The President said no doubt these observations would be very valuable when the details of the measure came to be considered; but as the first reading of the Bill had been carried, he would suggest that they should be reserved till the matter came before the Committee.

Mr. Juggonnath Sunkersett said the Bill was so important that he thought that the Report ought not to be made till ample time has been given for the discussion of its provisions—he was inclined to propose 3 months.

His Excellency Sir W. R. Mansfield said that it was probable the Bill would be much altered in Committee, he therefore thought the views of the Honorable Mr. Juggonnath Sunkersett would be better carried out if a reasonable time, say a month, were given to the Committee. The public would have a better opportunity of forming an opinion on the measure when the Report of the Select Committee was published, which would probably embody some of the alterations which the Honorable Mover and the Advocate General seemed inclined to propose.

Mr. Juggonnath Sunkersett proposed that the following members be appointed a Committee:—

The Honorable W. E. Frere,
The Honorable A. J. Lawis (Advocate General),
The Honorable Rustomjee J. Jejeebhoy,
The Honorable Madhowrow Vittul Vinchoorkur,
And the Mover,

with instructions to make their report within one month from this date.

Carried.

Mr. Tristram said that in pursuance of the notice he had given he moved for leave to bring in a "Bill to abate the Nuisance arising from the Smoke of Furnaces in the Islands of Bombay and Colaba." A similar Bill had been introduced in Calcutta. The increase of smoke from furnaces now used in the different mills and manufactories, as well as in numerous public and private buildings where machinery worked by steam has been introduced, is very apparent. These establishments are on the increase in the Fort and Colaba, as well as the outskirts of the Native Town, as any person may readily satisfy himself.

The comparatively limited space comprised within the limits of the Island, and the dense masses of people residing thereon, seem to render it very desirable that means should be taken as early as practicable to abate the nuisance and to prevent its increase.

Mr. Tristram then moved for leave to introduce the Bill.

The President put the question, which was carried.

The President then adjourned the Meeting to Wednesday the 30th July at 11 o'clock.

By order of His Excellency the Govr. in Council,
LITTLETON H. BAYLEY,
Deputy Secretary to Government.

Poona, 23rd July 1862.

LAW.

SUPREME COURT.—PLEA SIDE.

List of Causes for Trial this day.

22 Henry Gamble, Official Assignee, *vs.*, Juggonnath Jaytroop, (Part heard.)

EQUITY SIDE.

Matters for hearing this day.

1 Bolakeedass Lalchund *vs.* Panjab Trioum, &c. Exceptions for argument.

2 Ooman Ookerda *vs.* Unnitabae widow. Exceptions for argument.

3 Balkinsondass Muncharam *vs.* Right Hon'ble the Secretary, &c. Demurrer for argument.

4 Ramlall Thakoorsydass *vs.* Luckmichund Mugeram. Demurrer for Argument.

6 Ditto. *vs.* Ditto.

SMALL CAUSE COURT.

(BEFORE N. SPENCER, ESQ.)

Monday, 28th July 1862.

James Knapp, *vs.* Bomonjee Hormusjee.

Mr. Leathes appeared for the plaintiff.
Mr. Nesserwanjee for the defendant.

This was an action brought to recover damages in consequence of injuries sustained by the plaintiff's horse, owing to the negligence of the defendant. The damages were laid as follows:—

Mr. Stephens' and Mr. Ginger's bills for treating the horse.....	Rs.	25	0 0
Keep of the horse while under treatment for three months		90	0 0
Shoeing the horse		3	0 0
	Rs.	118	0 0

Dr. Knapp being sworn stated.—I am Assistant Surgeon in charge of the 23rd Regiment N. L. I. In December last I bought a horse from Dady Suntook, and obtain a certificate of soundness from Mr. Stephens. I gave the horse to the defendant to be trained. One morning, a few days after it had been in his hands, my butler pointed out to me an injury on the side of the horse, there was a severe girth gall, and a swelling. I gave directions that the horse should not be sent to defendant again. I treated the horse for some days, but finding that the swelling did not yield, I sent the horse on the 4th January to Mr. Stephens: he was returned on the 25th January, the wound had healed, but the swelling had hardened and taken the appearance of a tumor. I tried to disperse it by embrocations, but finding no benefit, on the 5th of March I sent the horse to Mr. Ginger; he operated upon the tumor, it was an encysted tumor. The horse came back to me on the 7th of April. In my opinion the tumor was caused by the girth gall. I do not think it would have been caused by a sprain. The horse was very quiet and good tempered. The horse was kept in my stables and was taken out by the defendant every morning. Skin girth galls are very common. Horses generally suffer from girth galls in the course of training. If the gall had existed alone without the tumor it would not have been of consequence. The defendant brought an action against me in this Court for his fee for training the horse, it resulted in my favor.

Thomas Ginger sworn.—In March last I received a horse from Dr. Knapp, for treatment; a tumor had formed on the near side, at the brisket, about the size of an egg. I am not able to state what caused the tumor.

It is possible that it might have been caused by a girth gall. I am of opinion that it was caused by friction, one day's friction might have been sufficient; it might have been caused otherwise than by friction; such tumors are common in Bombay; they are always occasioned by external injury to one of the larger blood-vessels. A sprain would not have caused the tumor. A horse is liable to be chafed if the two buckles which fasten the girth are placed one over the other, or if the harness is improperly put on or is not sufficiently supple. It is a *common* occurrence for horses to have girth galls while being trained.

Tyberkhan Ahmedkhan affirmed.—I am plaintiff's butler. One morning a few days after the horse had been in defendant's hands, it came home with an injury to the side. There was a swelling, the skin was not injured or broken but the hair had been rubbed off. I reported it to my master, he directed me to foment it with salt and water, and not to send the horse to the defendant again. Some days after it was sent to Mr. Stephens.

Mr. Charles Stephens sworn.—The horse was sent to me on the 5th January, it had rather a severe girth gall, there was an open sore. We have very frequently horses under treatment for girth and collar galls; both fresh horses, and horses that have been trained. All fresh horses suffer from girth and collar galls more or less while being trained. These galls are produced by various causes, either the harness not fitting properly, or not being sufficiently supple, or the traces being too short. The trainers here use one set of harness for horses of all sizes. I know that salt and water are used, but I do not consider it to be a good remedy. I should not have applied it myself. When the horse left my stables there was no tumor formed, the skin had thickened. A tumor might have formed if the horse had been afterwards neglected or improperly treated.

At the close of the plaintiff's case, His Honor observed that the plaintiff had not made out a *prima facie* case. The defendant's Pleader had contended that his client was not liable as it was not the custom for horse-trainers to be answerable for such damages as were sought to be recovered in this action, and that there was no special agreement with the defendant. The law, however, implies from all persons who take upon themselves any duty, charge, office, employment, or trust, a promise to act with integrity, and diligence, and proper and reasonable care in the execution of such duty, trust, or employment,—from a horse-trainer that he will exercise reasonable skill and care in the breaking in of horses entrusted to him: and if he is guilty of negligence an action lies to recover damages for the consequences of such negligence. The questions in this case are,—first, whether the injury which the horse had sustained was caused by the defendant's negligence; secondly, whether the defendant had been guilty of such negligence as to make him liable to damages. There is no positive evidence to shew that the tumor was the consequence of the girth-gall. Dr. Knapp said that the girth-gall, though severe, would not have been of importance if it had not been followed by the tumor, and that in his opinion the tumor was the result of the gall, but when he did not see the horse until the middle of March was very cautious in the manner in which he gave his evidence; he was not able to state to what cause the tumor was to be attributed, in his opinion it might possibly have been caused by a girth-gall, it could not have been brought on by a sprain, but must have been occasioned by an external injury to one of the large blood vessels, it might have been caused otherwise than by friction. Mr. Stephens to whom the horse was first sent, stated that there was no tumor when the horse left his stables on the 25th January, that there was a thickening of the part which had been galled which might have formed into a tumor if neglected or not properly treated. The horse remained in Dr. Knapp's stables while being trained, and it is not inconsistent with the evidence that he might have sustained an injury there. But assuming that the tumor was produced by the girth-gall, did that make the defendant liable? Was the mere fact of the horse having been girth-galled, evidence of such negligence as to make him liable? According to Dr. Knapp's evidence skin girth-galls are common, especially while horses are being trained. Mr. Ginger's evidence was to the same effect, and he added that these galls are caused by the harness not being properly put on, or not being sufficiently supple. Mr. Stephens said that galls are of every day occurrence in Bombay, both in the case of fresh horses and of horses which have been long trained, that all horses suffer more or less from them while being trained, that they are produced by various causes, such as the hardening of the leather, the traces being too short, or the harness not fitting. His Honor observed that if a trainer is allowed to use his own harness, it cannot be expected that it will fit every horse entrusted to him. The degree of skill and diligence required from a workman depends upon the nature and extent of his public profession. A horse-trainer is required to exercise *reasonable* care in the management of a horse entrusted to him. The evidence was that girth-galls are of common occurrence and that they may be produced by causes, which the exercise of no reasonable care could have been foreseen, such as the hardening of the leather, or the harness not fitting, which could not be detected until after the injury had been done. As His Honor observed before, there was no positive testimony that the tumor was produced by the girth-gall, and assuming that it was, for the reasons above given, it appeared to him that the circumstance of the horse having been galled, while being trained, was not *per se* evidence of the absence of such *reasonable* care as the defendant was bound to exercise, or of such negligence as to make him liable to damages. No doubt the plaintiff was justified in taking the horse out of the trainer's hands, but that was a very different matter to subjecting him to damages. His Honor was of opinion, therefore, that the plaintiff had not made out a sufficient case against the defendant, and that there must be a nonsuit.—*Plaintiff nonsuited.*

FINANCIAL DEPARTMENT.

(*From the Calcutta Gazette, July* 16.)

Allahabad, the 1st July 1862.

THE following Notification, issued by the Government of India, in the Financial Department, No. 106, dated the 24th of June 1862, is re-published for general information:—

Fort William, the 24th June 1862.

Notice is hereby given, that the Treasuries of the Secretary of State for India in Council and of Her Majesty's Indian Government at the Stations of Mirzapore and Benares shall, from and after the 1st day of August 1862, be established at the Branch Banks opened at those Stations by the Bank of Bengal. All payments to be made by or to the Secretary of State in Council, or to the Government of India or the Government of the North-Western Provinces at the Treasuries of Mirzapore and Benares aforesaid, shall and may from and after the abovementioned date be made at the said Branches of the Bank of Bengal.

The terms on which the business of the said Treasuries and the Government Paper Currency shall be conducted by the Branches of the Bank of Bengal are contained in the following

AGREEMENT WITH THE BANK OF BENGAL.

ARTICLES of Agreement made the seventeenth day of April in the year of our Lord 1862, between the Secretary of State for India in Council of the one part, and the Bank of Bengal of the other part: Whereas by the Act XIX. of 1861 of the Legislative Council of India certain provisions have been made for the establishment of a Paper Currency and the payment of the Government Promissory Notes to be issued in virtue of the said Act, and the Governor-General in Council was thereby authorized to establish in British India Circles of Issue, and in each Circle to appoint some one City or Town to be the place of issue of Notes, and by the said Act it was declared lawful for the Governor-General in Council, from time to time, by Rules to be published in the *Government Gazette*, to make such arrangements through any Officers of Government, or with any persons, Banks, or Bodies corporate as might be required to regulate and facilitate the issue and payment of the said Promissory Notes: And whereas by a Memorandum of Agreement bearing date the twenty-sixth day of September 1861, and made between the parties hereto, certain terms were agreed to, having for their object the transfer to the said Bank of the business of the Government Treasury at Fort William and the superintendence and management by the said Bank for the Government of India of the issue of the Government Paper Currency for the Circle of Issue of Calcutta; and it was thereby, amongst other things, agreed that if at any time during the continuance of that Agreement, the said Bank should establish a Branch Office at any town or place other than Calcutta, and the Governor-General of India should offer to the Directors of the said Bank for the time being, and they should, on behalf of the said Bank, accept the business of Bankers to the Government of India for the district or locality within which such Branch should be established, or the business of issuing and circulating the Government Paper Currency within such district or locality, then, and in every such case, the business so arranged to be taken up and performed by the said Bank should be carried on, under, and subject to the provisions of that Agreement, and on the basis of certain Clauses cited in the margin thereof, being the third and fifth paragraphs of the Government Memorandum of the twentieth of March 1861, relating to the establishment of such Branch Banks, except in so far as the provisions of that Agreement, or of the said Clauses, might be modified or altered by any special Agreement which the parties thereto might enter into in reference to the business so to be carried on at the particular Branch Bank: And whereas the Bank of Bengal are about to establish a Branch Bank at (amongst other places) Mirzapore, and the Governor-General in Council has offered to the said Bank (who have accepted the same) the business of Bankers to the Government of India for the District of Benares, and the Bank of Bengal, doth and do hereby for himself and themselves, and his and their respective successors, covenant and agree with the other of them and their and his respective successors in manner following, that is to say:—

1. That the Bank of Bengal shall and will forthwith establish a Branch Bank at Mirzapore, and will provide themselves with suitable Offices and buildings in the said City in a situation as near to the Revenue and other Public Offices as conveniently may be.

2. That from and after the day to be appointed by Notification as hereinafter mentioned, the business of receiving and paying money on behalf of the Supreme Government of India and the Government of the North-Western Provinces, heretofore transacted at the Collectorate of the said Station of Mirzapore, shall be carried on and transacted by the Branch of the Bank of Bengal so to be established at Mirzapore as aforesaid, subject to the provisions of this Agreement and to such orders and directions with regard to receipts and payments as may, from time to time, be given to the said Branch Bank, or to the Bank of Bengal, by the Governor-General in Council or any of the Officers of the Government of India, or of the Government of the North-Western Provinces authorised in that behalf and for the purpose aforesaid such account or accounts shall be opened in their Books by the said Branch Bank with the Government of India and the Government of the North-Western Provinces, as the said Government of India shall, from time to time, direct.

3. That from and after the day so to be appointed by Notification as aforesaid, the Cash Balance then in the Government Treasury at Mirzapore shall be deposited with the Branch Bank at Mirzapore, who shall also thereafter receive and hold for the said Government of India and Government of the North-Western Provinces, respectively, and subject to the order of these Governments, respectively, all Monies and Balances which, but for these Presents, would have been received or held by the Collector of the District of Mirzapore, and the said Branch Bank at Mirzapore shall transact all such business for the Government of India and Government of the North-Western Provinces, respectively, regarding the receipt, collection, payment, and remittance of Money and Securities and other matters as is usually transacted by Bankers for their Customers, or shall be *bonâ fide* required for the exigencies of the Government, and for all Departments of the Public Service at the Station of Mirzapore, and also all such business regarding the receipt, collection, payment, and remittance of Money and Securities for and on behalf of Officers in the different Government Departments as has heretofore been usually transacted by the Collector of Mirzapore, and shall and will transact all such last mentioned business in such manner, in respect both of Government and individual Officers of Government, as may be, from time to time, required by the existing orders of Government, after due notice thereof given by the Collector to the said Branch Bank.

4. That from and after the day appointed in the Notification aforesaid, the said Secretary of State in Council shall pay to the said Branch Bank the actual cost and expenses of packing and remitting Specie under the preceding Clause, and for which costs and expenses Contingent Bills shall, from time to time, be submitted to the Civil Pay-Master of the North-Western Provinces for the time being, and be passed by him on approval, and shall further pay to the Bank of Bengal the yearly sum of two thousand and seven hundred Rupees in full of all costs and expenses attendant on the maintenance by the said Bank of the establishment of Clerks and Servants necessary for the carrying on of the said Government Banking Account and business at the said Branch Bank at Mirzapore, and the Bank shall not charge any interest or commission on the said account, except under such arrangement as in the next following Clause mentioned.

5. That so long as the average Cash Balance for any month in the hands of the said Branch Bank at Mirzapore shall not exceed the average amount of Rupees three lacs seventy-eight thousand three hundred and eighteen, the said Branch Bank shall be at liberty to use and employ such Balance, subject to the provisions of the Charter Act of the Bank of Bengal, or any future Act relating to the said Bank, and to appropriate the profit arising from such employment, without being charged with any interest in account, provided always that it shall be in the power of the Directors of the Bank of Bengal, with the sanction of His Excellency the Governor-General in Council, to alter, modify, or increase the proportion of the aforesaid Balance to be specially set aside for cashing Notes herein provided.

6. That when and so often as the monthly average Cash Balance shall exceed Rupees three lacs seventy-eight thousand three hundred and eighteen, the Bank of Bengal shall forthwith set aside such excess or surplus in Cash, to be kept in a separate reserve, on account and subject to the instructions of the Government of the North-Western Provinces, or shall, at the option of the Directors, and at the risk of the Bank, invest such excess or surplus on account of the Government of the North-Western Provinces either in the purchase of Government Securities or Railway Debentures guaranteed by Government in the name of the Collector of the District of Mirzapore, or of such other Officer as the Government of the North-Western Provinces shall, from time to time, direct, or in the discount of Government acceptances or other claims against Government payable at Mirzapore, and so that such excess or surplus shall be withdrawn from employment as part of the General Funds of the Bank, and so on, from time to time, as often as an uninvested surplus Cash Balance above Rupees three lacs seventy-eight thousand three hundred and eighteen shall, on the taking of the monthly average, appear to be in the hands of the Bank, and the said Bank of Bengal shall at all times be answerable and accountable to the Government of the North-Western Provinces for the surplus Cash Balance for the time being so set apart, or invested at the risk of the Bank as regards realizing the Securities, and shall be entitled to draw and apply the interest, dividends, or profits arising from such investments to their own use, but the safe custody of such surplus Cash Balance, so long as the same shall remain uninvested, shall be at the exclusive risk of Government in case of loss from war, disturbance, or unavoidable cause.

7. That when and so often as the Cash Balance in the hands of the Branch Bank at Mirzapore shall, on the taking of the monthly average, appear to have been less than the sum of Rupees two lacs eighty-three thousand seven hundred and thirty-nine, then, in addition to the profit which the said Bank may acquire by the employment of such Balance free of interest, an additional allowance or remuneration by way of compensation shall be made to the Bank of Bengal by the payment, by Government, of interest on the difference between the amount of the actual Balance of Government in the said Branch Bank, exclusive of the proportion specially set aside as a reserve for Notes aforesaid, and the sum of Rupees two lacs eighty-three thousand seven hundred and thirty-nine; the interest being calculated the average rate of interest paid by the Public on fixed loans at the said Branch Bank during the month.

8. That of Returns furnished by the said Branch Bank to the Head Office of the Bank of Bengal, as also all Official Reports of the Bank's Inspector on the said Branch shall, at all times, be accessible to the Auditor appointed by the Government of India under Clause 5 of the Agreement with the Bank of Bengal, hereinbefore mentioned and in part recited, and it shall also be in the power of the Government of the North-Western Provinces, at any time and as often as they may think fit, to cause the amount of Cash in reserve held on account of the Government, and the accuracy of the Government Balance in Cash or Securities, to be inspected and verified by any Officer duly authorized for that purpose, but not otherwise to interfere with the ordinary Banking operations carried on at the said Branch, and the report of such Officer, if such as to require on the part of the said Bank an explanation, shall first be laid before the Directors of the Bank of Bengal to enable them to furnish any explanation or further information touching any of the matters referred to in the report, and such report, together with the explanation, shall then be submitted to the Governor-General in Council, whose order, decision, or finding on such report shall be binding and conclusive on the said Branch Bank and the Bank of Bengal respectively.

9. That the said Branch Bank, during the continuance of these Presents, shall and will, to the utmost of their power, pay and satisfy, on demand, to the holders, the amount of all Government Currency Notes duly issued within the Circle of Calcutta under the said Act XIX. of 1861, which shall be presented for payment or conversion into Cash at the Office of the Bank in Mirzapore.

10. That the whole responsibility for any loss or damage that may be occasioned by, or arise in respect of the wrongful payment, exchange, or satisfaction, through mistake or otherwise, at or by the said Branch Bank, of any Government Currency Notes which ought not to be paid, exchanged, or satisfied, or of any forged or spurious Notes purporting to be Government Currency Notes, or in respect of the forgery or alteration of any Government Currency Notes, or in respect of any error or mistake committed by the said Branch Bank, or by any of its Officers or Agents, in conducting the Government Banking business at Mirzapore aforesaid, shall, as between the said Secretary of State for India in Council and the said Bank of Bengal, rest solely and entirely with, and shall be borne by the said Bank of Bengal, who shall have no claim upon the said Secretary of State in Council for compensation or indemnity for or in respect of any such loss.

11. That this Agreement and the powers and authorities herein contained and the covenants hereby entered into shall come into operation from and after a day to be fixed by the Governor-General in Council by Notification in that behalf, which shall be published in the Calcutta and Local *Government Gazette* within one calendar month from the date hereof, and continue for the term of five years from the 1st March 1862, at the expiration of which time the same shall and may, by notice in writing from the Governor-General in Council to the Directors of the Bank of Bengal for the time being, be renewed, with or without any modifications, as may be agreed on between the Governor-General in Council and the said Directors.

AGREEMENT WITH THE BANK OF BENGAL.

ARTICLE of Agreement made the second day of May in the year of our Lord 1862, between the Secretary of State for India in Council of the one part, and the Bank of Bengal of the other part: Whereas by the Act XIX. of 1861 of the Legislative Council of India certain provisions have been made for the establishment of a Paper Currency and the payment of the Government Promissory Notes to be issued in virtue of the said Act, and the Governor-General in Council was thereby authorized to establish in British India Circles of Issue, and in each Circle to appoint some one City or Town to be the place of issue of Notes, and by the said Act it was declared lawful for the Governor-General in Council, from time to time, by rules to be published in the *Government Gazette*, to make such arrangements through any Officers of Government, or with any persons, Banks or Bodies corporate as might be required to regulate and facilitate the issue and payment of the said Prómissory Notes: And whereas by a Memorandum of Agreement bearing date the twenty-sixth day of September 1861, and made between the parties hereto, certain terms were agreed to, having for their object the transfer to the said Bank of the business of the Government Treasury at Fort William and the superintendence and management by the said Bank for the Government of India of the issue of the Government Paper Currency for the Circle of Issue of Calcutta, and it was thereby, amongst other things, agreed that if at any time during the continuance of that Agreement, the said Bank should establish a Branch Office at any Town or place other than Calcutta, and the Governor-General of India should offer to the Directors of the said Bank for the time being, and they should, on behalf of the said Bank, accept the business of Bankers to the Government of India for the district or locality within which such Branch should be established, or the business of issuing and circulating the Government Paper Currency within such District or locality, then, and in every such case, the business so arranged to be taken up and performed by the said Bank should be carried on under and subject to the provisions of that Agreement, and on the basis of certain Clauses cited in the margin thereof, being the third and fifth paragraphs of the Government Memorandum of the twentieth of March 1861, relating to the establishment of such Branch Banks, except in so far as the provisions of that Agreement, or of the said Clauses, might be modified or altered by any special Agreement which the parties thereto might enter into in reference to the business so to be carried on at the particular Branch Bank: And whereas the Bank of Bengal are about to establish a Branch Bank at (amongst other places) Benares, and the Governor-General in Council has offered to the said Bank (who have accepted the same) the business of Bankers to the Government of India for the District of Benares and the terms on which such business shall be performed have now been finally settled and arranged between the Governor-General in Council (acting in the premises on behalf of the said Secretary of State) and the Directors of the said Bank: Now these Presents witness that for the purpose of carrying out the said arrangement, and in consideration of the payments and covenants hereinafter respectively mentioned and contained, and by and on the part of the said parties to these Presents respectively to be paid and performed, each of them, the said Secretary of State in Council and the said Bank of Bengal, doth and do hereby for himself and themselves and his and their respective successors, covenant and agree with the other of them and their and his respective successors in manner following, that is to say:—

1. That the Bank of Bengal shall and will forthwith establish a Branch Bank at Benares, and will provide themselves with suitable Offices and buildings in the said City in a situation as near to the Revenue and other Public Offices as conveniently may be.

2. That from and after the day to be appointed by Notification as hereinafter mentioned, the business of receiving and paying money on behalf of the Supreme Government of India and the Government of the North-Western Provinces, heretofore transacted at the Collectorate of the said Station of Benares, shall be carried on and transacted by the Branch of the Bank of Bengal so to be established at Benares as aforesaid, subject to the provisions of this Agreement and to such orders and directions with regard to receipts and payments as may, from time to time, be given to the said Branch Bank, or to the Bank of Bengal, by the Governor-General in Council, or any of the Officers of the Government of India, or of the Government of the North-Western Provinces authorised in that behalf and for the purpose aforesaid such account or accounts shall be opened in their Books by the said Branch Bank with the Government of India and the Government of the North-Western Provinces, respectively, regarding the receipt, collection, payment, and remittance of Money and Securities and other matters as is us

be necessary in order to decide the simplest question of fact is painful enough to think of, but what shall we say of the frequent proofs, that the learning which is always conscientious and often profound; the skill that exhausts all the resources of intellect; the precedents that are so many centuries old, are rendered useless for securing the triumph of truth, because nine men out of twelve in the jury box are ignorant or indifferent? In nothing else does society tolerate such continual and deplorable defeats, where it has taken such pains to ensure constant victory, as in this all important matter of the administration of criminal justice. In all other respects it has a becoming sense of the fitness of means to ends; a sufficient perception of the ludicrous to hinder the continuance of vital anomalies, but in the highest courts, and with reference to the dearest interests of individuals, it is satisfied to know that all is care, forethought, sagacity and patient labour at the beginning, and all chance medley at the end. The witnesses are scarcely trustworthy enough to answer the expectations of scrupulous veracity. The counsel does not come up to the idea entertained of his ability in the mode that he conducts the case; the judge scarcely summed up with his usual clearness. In no respect is the inquiry done full justice to, we imagine, and, after all the issue rests with some who don't know, others who don't care, and perhaps not a small minority of the twelve, who neither know nor care. You mix your salad, of law, and fact, and intellect, with the utmost care, and having done so, deliberately throw it out of the window!

The remedy for this state of things is simple, and ready at hand. Let all indictments be submitted to the Advocate General or his deputies; abolish the Grand Jury, and compel every man who now serves on it, to take his place in the box at the trial of criminal cases. The proposal will not meet with universal favor, for it will be a loss of personal dignity to some, and an increase of labor to all the outside aristocracy of Calcutta. The Grand Jury List is at present appealed to as a test of gentility, but truth compels us to say that it is becoming rather less exclusive than of old, and promises soon to confer no more distinction, than the modern affix of Esquire. If a man has rank, or wealth, or social merit of any kind, the fact furnishes a sufficient reason for calling upon him to serve in turn as a juror. We want as much of education, rank, riches and independence as society contains within its borders, to be brought to these dread tasks of pronouncing on the fate of hapless mortals, whose crimes or misfortunes have brought them within the pale of the criminal law. There are few men, we think, who, after earnest consideration of the subject, would not consent to give up their present almost perfect immunity from painful labor, in connection with the administration of justice, when it is made clear to them that the present jury system, however sound in theory, is eminently cruel and unsafe in practice. There is patriotism enough amongst us to ensure the needful sacrifice of time for the general good, and we sincerely trust that the change will soon be accomplished.

THE COTTON PORT OF WESTERN INDIA.

(From the Friend of India, July 17.)

WHILE the planters of the Southern States are burning their cotton; while the wail of distress sounds across the sea from Lancashire, and cotton makes another convulsive leap of a penny pound; and while India falls helplessly to seize the golden opportunity offered by the present, let us look at one great means by which she hopes to rise equal to the future—the creation of a New Orleans or at least a Mobile at the only spot, except Bombay and Goa, on the west coast of India where a ship can lie safely at anchor while the boisterous monsoon rages wildly without. We once wrote of cities of the future in India. Beitkul, or Shedashegur as some call it, promises to be such a city having advantages with which Beypore in spite of its railways cannot compete, and in some respects equalling Bombay as being the natural outlet of one of the great cotton districts of the South. While Madras sleeps, as is her wont, an enemy in the shape of Bombay came and stole her best wife with the district of which it is the outlet. It was a serious but justifiable theft, for North Canara with an area of 4,300 square miles, and a population of half a million, has a net annual revenue after paying all charges of £122,233, and this district in spite of all Sir Arthur Cotton's recommendations the Madras Government would not improve. Geographically as well as politically it now belongs to Bombay, and the report of Colonel Turner and Mr. Hope, the Commissioners sent by Sir George Clerk to draw up the plans of the future city and harbour, shews that Bombay is determined to improve its new acquisition. Already the Manchester Cotton Company and some Bombay firms have there purchased land and erected screws and warehouses.

Flowing down from those tall Western Ghauts which of old our armies scaled more than once to attack Tippoo in his stronghold on the table land of Mysore, is the Kala Nuddee, which as it approaches the sea widens out into a cove and discharges itself a few miles below the Portuguese territory of Goa. Above the Ghauts immediately are the finest cotton fields in India, those of Dharwar. By the Unshy, Kyga and Arbyle Ghauts, Belgaum and the whole of North and East Dharwar can easily send its cotton down to the sea, while it is proposed to attract to the new port all the produce of South Dharwar, North Mysore and the South East country, which now pours down by Surey and the Dewaum Ghaut to the fishing village of Compta which gives its name to a well-known variety of cotton. Thus all the cotton of Southern India, except in the far Eastern districts, will be drained away to Beitkul, instead of trickling down innumerable torrent-courses to nameless ports, being sent in unsafe boats to Bombay, there unshipped, again shipped and finally despatched to England. The amount of cotton imported into Bombay from the western coasting ports in 1860-61 was valued at £4,747,432 while the whole export was only £6,979,164, the difference having reached Bombay by land. But our Bombay friends by adding these nearly five millions to the imports which again figure as exports, manage to make it appear that their *bond-fide* trade is greater than that of Calcutta—a trick which deceived us two years ago. Malabar and Canara alone imported by sea £763,682 worth of cotton into Bombay in 1860-61. This will give our readers some idea of the importance of a harbour on the south-west coast where ships can load cotton direct for Europe.

The new town, connected with the cotton and coffee fields of the table land above the Ghauts by at least five separate roads, it is proposed to establish at the present village of Beitkul. The village lies in a sheltered spot and gently slopes to the sea, so that drainage is easy and ventilation unimpeded. Water, though not quite plentiful as may be required, is yet more abundant at this spot than elsewhere. The Report says "the direction of the streets in the plan has been determined by the prevailing breezes; and a fine grove of trees has not been interfered with in order that it may afford air and recreation to the inhabitants." Wharves are to be made, and a light screw pile jetty eventually to be constructed with cranes and all the appliances of modern commerce. Roads are to connect the chief wharf with the chief lines of road and cotton screws. One is to pursue its way at a sufficient height above the surf, along the hill-side to Alligudy, along the whole sea frontage of that village where the Manchester Cotton Company's screws will be located, and on to Kowa where two Bombay firms have bought land. A Custom House and Travellers' Bungalow have been planned and will be built immediately. Cutcherries, a Post Office, Telegraph Office and Police Station are marked out. A flagstaff and signaller's house will be erected on the summit of a hill. The commencement of a Light-house on the Oyster Rocks three miles off consisting of a plain column 40 feet in height, with suitable accommodation for its base for Lascars and stores and with the means of ascending through the interior, is ordered, and a light like that on Perim will revolve to guide the cotton fleets in their approach and departure. Captain Fraser in his own person proved that during the worst monsoon with which the coast has of late been visited the harbour anchorage is safe for ten months of the year, while even for the remaining two months safety may easily be secured at some expense by an external breakwater and a wet dock in the cove. A slight outlay on hurdles will prevent the Kala Nuddes from causing the harbour to silt up, and keep off the sand which the monsoon is apt to heap up to the south of the river. A few dredging machines, already ordered down from Kurrachee which no longer requires them, are all that is necessary at present. In fact Beitkul offers much better prospects for its harbour than Kurrachee did. In the current year £50,000 will be spent on the wharves, on the road to the frontier of Dharwar and on four other roads. Besides all this the people of North Canara are rescued from the impoverishing ryotwarree settlement and will be favored with the thirty years' settlement and survey of Bombay, a necessary preliminary to permanency in the land tax.

We need not say that if Beitkul realises the future certainly before it according to the most moderate estimate, a railway will be necessary. And already the Resident Engineer of the North-West Madras line has gone to England with a plan in view of forming a Company to lay a line from Beitkul to Bellary. A Bombay paper tells us, it will run along the left bank of the Kala Nuddee up to Tellepoor, and from thence via Hoobliee and the great centres of the Dharwar cotton trade, viz., Anigeeree, Gudduck and Dumbul, through the southern portion of the Nizam's estates, passing Cowoor and Copul, crossing the Lungabudra River near Hurpett and the ruins of Hampy and Beejanuggur in the Bellary district. It will then continue through the Gudjenoor valley leaving the large town of Darojee to the north, and through Koodatunny will reach Bellary. The line now being made from Bellary to Madras will soon be completed.

We are not inclined to undertake the effect on India of as perfect and comparatively speedy a system of internal communication and commercial facilities as England enjoys. But it should not be forgotten that this will help India to take the first place in the cotton and produce markets of Europe only as waste lands are brought into cultivation. And waste lands will be brought into cultivation only by an increase of English settlers capital and native labour. And settlers, capital and labour will increase only by a just contract law, an enlightened land policy and very much larger holdings than the Indian peasantry, or rather their money-lenders, now possess.

THE LAST MARE'S NEST—MR. LAING *vs.* SIR CHARLES WOOD.

(From the Friend of India, July 17.)

WHY is it that the bearing of Sir Charles Wood towards both Mr. Wilson and Mr. Laing has been so insolently irritating? What is Mr. Laing's offence that pains have been taken with an air of superior intelligence to lecture and tutor him, and to degrade him in public estimation? Simply that he has been honest as well as successful, that he has dared to sneer at "official priggishness," to prefer the real good of India to the interests of the civil service and the prejudices of Sir Charles Wood. What Sir Barnes Peacock was in legislation and Colonel Durand in military administration, that has Mr. Laing been in finance, and their fate has been the same. Sweep them out of the path of the Whig Secretary whose acts they dare to criticise, whose insincerities and blunders they have the audacity to expose, between whose mistakes and the wrong such mistakes would otherwise do to India they conscientiously interpose. Put in their place men trained by years of subservient mediocrity, withered by the despotic uniformity of a bureaucracy and all will go well with the Secretary of State whatever may happen to India. Mr. Laing while more popular with natives than with even Europeans, has advocated a contract law; has supported and encouraged Colonel Balfour; has protested against the combined acts of the Horse Guards, War Office and Inda Office in saddling India with more troops and officers than was agreed upon; has forced Sir Charles Wood in a despatch to acknowledge the error of his statements in the House of Commons as to the strength of the troops in the depôts and in India; has joined Lord Canning in his resistance to English interference in matters where great principles were not involved; has given all India a system of uniform paper currency and banking; in almost the last public minute that he wrote exposed the ignorance of Sir Charles Wood besides in a minute not yet published calling in question the Secretary of State's grammer; and last year triumphantly vindicated the accuracy of his estimates against the attacks of Sir Charles Wood in the House of Commons. And all this he has done calmly, indirectly so far as the public are concerned, without any appeal to popular applause, without any such unseemly conflict with the higher authorities as precipitated the fall of Sir Charles Trevelyan. But little minds dressed in the authority of officials never pardon honest and able independence.

We shall not accuse Sir C. Wood of the intent, *malice prépensé*, designedly to wound a rival—for in one sense Mr. Laing may be so regarded—but we cannot shut our eyes to the fact that the feeling of antagonism between them is too painfully apparent to be ignored. We are confident, moreover, that nothing tended so much to enlist the sympathies and to secure the confidence of the Indian public towards Mr. Laing as the ungenerous half-criminatory defence by Sir C. Wood of his absent colleague when his honor and integrity were called in question—conduct so different from that of Lord Palmerston, who on all occasions is ready to throw his ægis over an absent friend or subordinate when unfairly assailed. This is not the only manifestation of such feeling. Attempts have been made to pick holes in former Indian Budgets even at the sacrifice of fair dealing. Mr. Laing has turned out to be right after all. It was not to be expected that the present Budget should be an exception. We are mistaken if Mr. Laing is not quite able to defend himself and avenge himself on his adversaries. The evil done to India it is our duty to prevent. The last charge brought against Mr. Laing is that vaguely stated by Sir Charles Wood in answer to a deputation from the operatives of Preston to ask for the total abolition of the Indian duties on cotton goods and yarn. As one of many arguments for declining to listen to this request Sir Charles Wood said—"There was, however, one point of extreme importance in considering the reduction asked for, and that was, that upon the examination of the estimates of Mr. Laing it turned out that a mistake of £1,000,000 had been made, and that instead of a supposed surplus there would in reality be a deficit." Next mail will probably bring us Sir Charles Wood's own Budget Statement, but even in absence of its details we think we can justify Mr. Laing's calculations. For the past five years this journal has been the first to take a gloomy view of our financial position, and we are not likely to be too sanguine on this occasion.

The first idea that occurs to us on hearing of this discovery of a deficit is that Sir Charles Wood made exactly the same announcement last year, in very similar circumstances, and he was soon forced to confess his error. Having full confidence in Mr. Laing's accuracy and just as little in Sir C. Wood's figures we are prepared to wait patiently for the issue. Lest, however, concern should be felt by timid capitalists we venture to foretell that the so-called deficit will after all turn out to be a "nidus equinus." We have carefully re-read the budget speeches and estimates of the two preceding years, but fail to discover wherein the deficit can possibly lurk. One item figures in the abstract statement of 1862-63 which we miss in that of 1861-62, viz. a charge of £473,324 for loss by exchange on Railway transactions while in the statement of 1862-63 credit is taken by Mr. Laing for a sum of £450,000 by Her Majesty's Treasury on account of charges connected with the China expedition. Can it be that these sums form nearly the aggregate of the fancied deficit? We should not be astonished to find that our surmises are corrected. There are vague reports afloat about China money being taken into account. We fancy Sir Charles and his Council have been pottering over some exchange calculations at the stereotyped figure of 1s.-10½, whereas, Mr. Laing has debited himself in the budget at the par value of 2s. per rupee for every farthing of Railway expenditure, without making a distinct entry for the dull boy's guidance. In Mr. Laing a bit of a wag as well as an able Financier? Then as to the China money we fancy it is a simple repayment and very properly falls to be recredited again. If it at one time formed a charge against revenue surely it is right and proper to take credit for it when repaid. In his budget speech Mr. Laing refers to schedule A shewing the Home charges—a schedule prepared at home by Sir Charles Wood himself. There appears the deduction of £450,000 for China repayment or sums due on account of former outgoings. Whether that deduction is made by Mr. Laing or by Sir Charles Wood we do not know. We are prepared to maintain that if this sum were paid out of the Indian exchequer and formed a charge against a former year's revenue Mr. Laing was perfectly justified in taking credit for it in 1862-63. We are satisfied that if Mr. Laing took credit for the deduction he did it knowingly and designedly and will shew cause for doing so.

How did the Ministry of which Sir Charles Wood is a member, how did the English Chancellor of the Exchequer act in similar circumstances? In his Budget of April 16th 1851 Mr. Gladstone took credit for £750,000 as Chinese indemnity, although he was by no means so sure of receiving it as India is of a repayment of her loan from the imperial exchequer. He did not receive it all, yet in his Budget of April 3rd 1862 he again took credit for £170,000 of Chinese indemnity. Compare Mr. Laing's with Mr. Gladstone's budget and it will be found that the estimates of the former, though applicable to so vast and ever changing an empire as India, though drawn upon a novel system and carried out by untried officers, and though immediately succeeding a deficit of five millions, have turned out far more correct. In April last, it was found that Mr. Laing had spent £1,714,370 more than he calculated, but he received of revenue £1,616,492 more than he estimated for, a marvellously close approximation in so exceptional a year. And this does not shew half the truth, for Mr. Laing abstained from juggling with the enormous cash balances as Mr. Gladstone has ere now done, leaving them at five millions above a safe minimum. What are the facts in Mr. Gladstone's case? In 1860-61 his income was £1,964,326 below the estimate and his expenditure £691,941. In 1861-62 his income was still £803,521 below the estimate and his expenditure £437,000 *above* it. Budgets at best are but probable estimates. Every one is familiar with the cry to Sir C. Wood himself—"take back your budget," raised by the indignant Commons. The versatile Disraeli fared little better in the hands of Mr. Gladstone. Let our readers turn to the financial statement of 1858 and they will find such exceptional sums as a repayment of £400,000 from India together with the interest and sinking fund for the Sardinian Loan figuring as yearly revenue. Few moneyed men will forget the degree of surprise which seized Lombard Street in March 1856 when Sir G. C. Lewis announced a Loan of 5 millions, whereas it had been anticipated that the small probable deficit could have been met without adding to the funded debt. Talk of the uncertainty and fallacy of Indian budgets. "In the estimate" Sir G. C. Lewis said, "which I made last year Customs were taken at £22,450,000 while the receipts will reach £21,600,000 only shewing a deficiency of about £850,000. The produce of the Excise was put down at £17,921000 while the actual result was a return of only Rs. 16,860,000 the deficiency thus amounting to £1,061,000—or more than a million." Here then is an increase and there a decrease, but the ugly deficit for which provision had to be made still remained.

But even if the charge of deficit should prove true, we need not be alarmed. If we have peace it is difficult to realise the great financial future before us. On an elastic revenue like that of India the deficit of £450,000 is trifling, especially when our cash balances at the close of the first month of this financial year stand at 18½ millions sterling. The allocation of the surplus shews that a large portion of the sum was by way of grant and not a yearly burden on the revenue. To crown all and as shewing the prudence and sagacity of Mr. Laing let any one curious in such matters turn to the opium sales of the first quarter of the financial year and he will find that instead of Rs. 1,200 per chest for opium as struck by Mr. Laing, the average price for May is Rs. 1,487. So in June it is Rs. 1,483 and Rs. 1,402 in July—shewing already a certain gain of nearly £200,000 over the budget estimate in the first three months of the fiscal year. The Railway system approaches completion and what does that involve? A gradual diminution of the enormous sums of guaranteed interest which for years has weighed down our finances. There is truth in the argument that in principle every farthing of that money, being devoted to reproductive works, should have been considered as capital. If we sum up the enormous amounts expended by the State on reproductive public works since 1855—works which are now completed and are beginning to bear fruit, we shall have some idea of the increase of revenue which is sure to flow in. Add to that the growing income from stamps and customs duties caused by the rapid growth of trade, and then estimate the future revenue of India which even in the gloomy past has increased twelve millions in ten years. We believe that the end of 1862-63 will prove Mr. Laing's estimates to have been wrong, but wrong on the right side. We believe that he has under-estimated our resources and that Sir C. Wood's imaginary deficit will appear as a positive surplus.

Besides war, there is but one cause which will dim, if not render impossible, this bright future of which, under Providence, even the most sober-minded may be hopeful. It is an incompetent servile Finance Minister. It is possible that the future prosperity of India may be so great as to conceal his incapacity. The misfortune is that he will not only mismanage accounts, but dry up the great sources of revenue, by discouraging the influx of those settler capitalists who have made India what it is at this day so far as finance and commerce, material wealth and spiritual enlightenment are concerned. If Mr. Laing, or some such English politicians as Mr. Baxter or Mr. Forster, does not come out to India next cold season, we are not rash in predicting that the confidence of the public in Government will so disappear, and we shall drift so fast back to the gulf of insolvency, that England will demand the despach of another trained financier to the rescue.

THE RYOTS AND THE PLANTERS.

(From the Harkaru, July 15.)

IT will be in the recollection of our readers, that a short time since we called upon the party which endeavours to hide the rancours of political partisanship under the cloak of philanthropy, and which disguises its enmity to progress under an affectation of interest in the well-being of the ryot, for a plain statement of its objects. Our reason for doing so is to be found in the singular apathy which this party manifests to the results, as far as the peasantry are concerned, of their opposition to the planters. Our call has been replied to in a way which, if it saciefy the ryots, will not be seriously objected to by us, since it exposes the hollowness of their profession far better than we could ever have hoped to do. The *Phœnix* seizing upon the opportunity, came out in the way familiar to itself. It appears to be the object of this journal to set the part of Tanhoe to all distressed party Rebeccas, without however owning the steadying influence of a Rowena. Without replying directly to our demand, it asserts that the philo-ryot party desire above all things, equal even-handed law and justice, and this with all the loudness and emphasis which a liberal use of the resources of type can give. To answer the imputation which is here conveyed, would be to degrade the sense of our readers without sufficient cause. It is impossible that any man in India can be so utterly ignorant of the state of the law, as to confound the fault of its administration with shortcomings in itself; or, to assert that because justice is occasionally perverted through the incompetency of its ministers, that there is therefore two distinct systems of law, one for the native, and the other for the European. The truth of the matter is, that this outcry about "equal even-handed law and justice" ● only another form of the clamour for positive equality between the two races—a claim which is absolutely too strong for the digestion of the *Indian Empire*. Passing over this, however, the *Phœnix* modestly requests the Government to publish a law, which shall compel the landlord to respect, *i. e.*, not interfere with—the rights of those whom he found squatting on his estate at the time he became its purchaser. And he goes on to show that this means that the landlord in buying an estate buys only the privilege of allowing the ryots to pay him what rent they may think fit, and not a seek to improve his purchase, because that would interfere with the rights of the real proprietors of the soil. He must not advance his rents for the same reason. Under these circumstances, we fail to see the good of becoming a landed proprietor, that is if such a term is the proper designation of such a landlord as haunts the dreams of the *Phœnix*. One assertion however he makes which we can scarcely believe him to make in sober earnest. He says tenant right and ryot right are identical, and then affirms that Bengal will never be prosperous until this last "right" is conceded. In this, like the party he assumes to represent, he confounds the prescriptive, hereditary right of *occupation*, which custom has given to the ryot so long as he pays the demand made on him, for an hereditary proprietory interest in his plot of ground whilst losing sight entirely of the fact that the sovereign is the only lord of the soil in India and other countries of the East. In Europe this right of the monarch has been allowed to decay, and to be displaced by individual ownership, and the consequence has been the gradual curtailment of the rezal power. Its vitality in Asia, is the secret of the still unbroken despotism under which all Eastern nations yet grovel and groan. *The Indian Empire* has the same idea. This paper rejoicing over its existence of a twelve-month, ascribes much of its success to the fact that it was born with a mouth full of teeth. We admit this, with the exception that the *dentes sapientiæ* would seem to be wanting. Going farther than the *Phœnix* the *Empire* half disowns that paper, and says,—"We have no wish to introduce systems of land tenure such as have prevailed in Ireland or France, but we do desire as far as possible to restore the old institutions of India, which have been almost totally destroyed by the oppression of the Musulman conquerors, and the ignorant mismanagement of their English successors." Now considering we live in an age of progress, in an age when civilization condenses the labors of former centuries into a decade, we cannot but think that such an illustration of the maxim that "history repeats itself" is out of place. What the *Empire* must have expressed this desire when labouring under a fond belief of the ignorance and indifference of its readers. Now however much the Mahomedans might have interfered with the social habits, &c. of their Bengali subjects they were too much alive to the character of the country to ruin it by upsetting all its tenures. What indeed did was, according to Adam Smith, to substitute a modus for the payment in kind of the fifth part of the produce. But without attaching too much value to this error of our contemporary's to fulfil his desire we should have to revert to institutions which flourished about 650 years ago, for Bengal was conquered by the Musulmans in 1203. And even then we should not greatly benefit the ryot. We may indeed have some idea of the value of his proprietary right in the soil in those days, from the modern operation in Rajasthan of the Hindoo laws, which were then in force. We give the following extract from Sir John Malcolm's Central India:—"One of the principal of the Rajpoot rulers of Central India, Ram Singh, has a revenue system, which, as that of the Government, is entirely suited to his personal character. He manages a kingdom like a farm; he is the banker who makes the advances to the cultivators, as well as the ruler to whom they pay revenue: and his terms of interest are as high as those of the most sordid money brokers. This places the cultivators much in his power, and to this dependence he *has belonged himself several thousand ploughs with hired laborers, who are not only employed in recovering waste lands, but sent on the instant to till those fields which the peasantry object to cultivate from deeming the rent too high.*" Now, if the "desire" of the *Empire* means anything at all, it means that he would like the British Government to create an opportunity afforded it of enacting the *rôle* of Zalim Singh. After this, our readers will not be surprised to learn that in speaking of the rise of wages in Assam, the *Empire* is slightly obscure in his ideas, and hazy in his language. But to pass on, it appears from this organ of the party, that its objects are all non-official. Its desires. The non-official is the favourite of the past, and a most singular incapacity for understanding the lessons of the present. Speaking on behalf, of the party which professes to have only the good of the ryot at heart, it says:—"*Our great object is not the increase of the produce of India, or of the public revenues, but the improvement of the condition of the million*; and the only test by which we can measure our success is the satisfaction, when we see around us an improving people." The above is as unique a piece of nonsense as we have seen for a long time. The philo-ryot party are anxious to see around them an improving people, but they do not tell us how they expect to bring the improvement about. Political economy teaches us that the increase of produce, the public revenue, and the improvement of the people are as intimately connected as cause and effect, and that it is useless to look for the last when the first is either at a stand still, or lessened. "The producer shares with the rest of the community in the benefit derived from increased productiveness." Those who seek to improve the condition of the people, without at the same time endeavouring to increase the "produce of Bengal," are men who are either long behind their generation, or who are filled with a dislike to the advancement they see going on around them, amounting to fear. These men wish to perpetuate the obstacles which exist in India to the creation of landed property, and are anxious, if the *Empire* speak truly, not so much to prevent any forward steps being taken, as to retrograde some six hundred years and more. They will not see the truth of the lessons taught us in the writings of such men as Smith, Mill, McCulloch, and Senior, that, "industry and property die in the very foundation of civilization, without which it cannot exist, and it progresses in proportion of the advance a people make in productive industry, in cultivation of mind, and in the application of the natural sciences to the production of whatever is necessary to supply the wants of men." Though the greatest amount of wealth is not necessary to a high degree of civilization, yet civilization and wealth generally advance together." "It is impossible to elevate man in the scale of existence, and raise him in the grade of civilisation in any mode or by any means, except by improving at the same time *his* mental and *physical* condition." The friends of the ryot however in this declaration of their objects seek no less to justify their disregard of the state to which their efforts have reduced him, and to qualify the public, by a sham benevolence. The *Empire* at the commencement of its article accuses us of believing in nothing but interest. We accept the taunt here levelled at us, as a compliment to our common sense. Howards are rare, perhaps this is a pity, but it is a fact, and we are therefore bound to acknowledge it. Although man, as stated by Adam Smith, is prone to advance his own interests, it does not follow as the *Empire* would have us think, that every non-official Englishman in the country must therefore be a man without principle and without bowels. The fact is the interests of the ryot and the planter are closely bound up together, and it is as impossible for the latter to be successful in his undertakings to enable the former being benefited, as it is for the sun to rise without bringing with it the light of day. It is not to the credit of the philo-ryot party that they strive to impress the peasant with an idea, that every planter must necessarily be his foe. As we have said before now,—and their declaration of their objects bears us out—this party is not the friend of the ryot as the friend to the quiet of the non-official Englishman; their conduct shews how great a difference there is between the two professions. They do not desire an increase in the produce of Bengal, because, although it would undoubtedly make the laborers richer and more happy, and give many of them leisure to study and introduce better implements of labor, it would touch the Englishman's pocket. They do not desire the increase of the public revenue, because that is a country like India is the surest test of the general progress. No, they aspire only to improve the condition of the million, and to do this, they would throw us back six centuries and a half, and revive systems which are at the root of all the poverty and misery of oriental peoples, and the despotism and terrorism of their sovereigns. Systems which have crushed all the nobler feelings out of the great mass of the lower classes, and which have reduced them to one common level of hopeless poverty. Systems which are in the way of every attempt at improvement, and which have given rise to such a vast number of presumed rights, privileges, &c., as to make the ryot regard every effort for his good, as a blow aimed at his very existence. Thank God, the races must indeed become equal before Englishmen will consent to revive systems such as these.

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RUSSIAN AFFAIRS.

(From the Daily News, July 3.)

THERE could not be a more striking exemplification of the difficulties which beset military governments in their efforts to attain liberality and amelioration than that which is afforded by recent events at St. Petersburg. Within a short space of time the Emperor had gradually got rid of the greater number of his old Ministers of the retrograde party, and had replaced them by men of modern ideas and instruction, men whose avowed principles were reform. These new Ministers had set to work with zeal; the new Finance Minister had published the Budget; the Home Minister loosened the bonds of the Press; the Minister of Instruction was placing the system of public education on a level with that which prevailed in the countries of the West; the commission for the emancipation of the serfs was working with unabated activity, much as there remained for it to decide and to do; nor did the Emperor abate of his determination to support them; when, suddenly, incendiary fires sprang up in different parts of the capital, under circumstances that left little doubt of their being the result of malice and premeditation.

The persons most affected and threatened by these fires were certainly the citizens and shopkeepers of St. Petersburg. Not even the State could be so interested in preventing, discovering, and punishing the incendiaries, as were the townsfolk themselves. And the Minister of the Interior, who had but lately issued a ukase for hastening the formation of municipalities, had only to apply the principles of his own decree to the different quarters of the city, in order to have found instantly in each a body of citizens which could have done more towards discovering the nature and cause of the recent crimes, and so preventing them, than the old and helpless system of military police.

The Home Minister, however, and his more liberal colleagues, were struck with powerlessness in this crisis. The official crowd proclaimed with one voice that the incendiary fires were forerunners and outbrusts of a revolution, which the liberals and reformers were preparing. It is very probable that these fires were the work of the reactionary party, who had most interest in their occurrence, but no one dared utter the suspicion. And thus the Emperor, alarmed and overborne by the reactionists, gave up to them the task of recovering the capital from the supposed revolutionists. St. Petersburgh was divided into districts, each of which was committed to the dictatorship of a military officer, endowed with the supreme power of commander and chief of the police. When that had been done the fires ceased to break out.

There does not appear to have been any searching or general inquiry into their origin. Many arrests took place, and a public or published interrogatory of the prisoners would no doubt have thrown considerable light upon the plot. No such thing was attempted. The military police, into whose hands the capital had been delivered, put their heads together, and undertook to explain an account for the whole plot, and the entire series of incendiary fires. The military jury of reactionists very naturally considered that the innovations lately introduced by the liberal Ministers were the sole cause of incendiarism. They therefore declared that among the instigators to crime the first was the press, a discovery and announcement which was followed by a most Draconic decree against all printers and printing offices. All that the Miniter of Public Instruction had been doing towards freeing the press was thus undone. This great enemy scotched, the military jury denounced the schools, especially the new Sunday-schools. Incendiary and revolutionary doctrines, it was said, were taught there, and the torches which set fire to the capital, after having been prepared and lit by the press, were wielded evidently by the hands of the pupils of these schools. So, by another edict, the schools were closed. More recent ordanances of these military dictators show that they have since discovered accomplices of the printers and Sunday-school teachers in circulating libraries, for orders have been given to close these too. Chess clubs have shared their fate, being especially denounced, as bringing people mysteriously together, and establishing an occult and dangerous bond of freemasonry between them.

After the disaster which has laid so large a portion of St. Petersburg in ashes, is it possible to imagine anything so ridiculous as this mock sagacity of the Russian military police? It is indeed farce after tragedy. No person can regard the doings and decrees of these stupid *zbirri* without a feeling of contempt, which cannot but extend to the Government of the Czar himself. How, after having driven these miserable creatures from the administration, he could have consented to bring them back and give them full authority over the capital in a moment of panic, is inconceivable.

It must be obvious to everyone that those guilty and stupid acts of incendiarism which thus obstruct and mar the progress of liberal government, must proceed from some discontented classes in the capital. What are these? Evidently those of the people, or of the serf population, whose future prospects have not been sufficiently cared for or assured in the great measure of emancipation. There are in St. Petersburg and other towns, first of all, the artisans, who pay a tribute to the masters for the liberty of working and earning. Then there are the domestic serfs, which abound in the palaces of the capital. No doubt the intentions of the Government with respect to these classes are beneficent. There is but one way of dealing with them. The artisan must be allowed to purchase his liberty at a trifling ransom. The domestic serf should be freed without condition. But there is delay in all this, and want of that assurance which gives patience even to the slave. We are persuaded that a fair inquiry would have traced such acts of despair and malice as have recently occurred to causes of this kind, and not to monstrous and impossible combinations of communism and democracy.

FRANCE IN THE NEW WORLD.

(From the Times, July 2.)

ON Thursday last a great debate took place in the French Legislative Body on the affairs of Mexico. The forcible eloquence of M. Jules Favre was exerted to prove that France, by yielding to the impulses of ambition and the promptings of monarchical cliques, had involved herself in an unhappy adventure, and that a retreat from it, though humiliating, was better than an obstinate persistence. M. Billault replied in that high official style which is sure to extort applause and secure a majority in a French Assembly. "We are importing into Mexico," said the Minister, "ideas of civilization and public rights, and could not act in contradiction to them. When the French flag shall float on the walls of Mexico, the generosity of the Government will not be in default. An appeal will be made to all opinions, and liberty will be made to triumph. Liberty loves such operations; so does France, and she has protected them with her arms in Italy." By no means, give undue prominence to what has been done relative to Prince Maximilian. The main object is to obtain just reparation; the main object is to bring every Mexican citizen to the poll to give his opinion on the tyranny of Juarez. Let the Mexicans pronounce, and if Juarez suits them, so let it be." Such is the present programme of French intervention in Mexico. It is a change from the original design, but yet it shows boldness and obstinacy. The soldiers of France though outnumbered in a wild territory five thousand miles from home, though wasted by sickness and threatened by the sword of an unexpectedly active enemy, disdain to recede from the enterprise they have undertaken. The city of Mexico is their destination, and to Mexico they will go. The establishment of a strong Government is their object, and they will be stopped neither by Juarez nor Zaragoza until they stand as masters in the Republican capital. War, fever, hunger may do their worst, allies may drop off, rival Generals may lecture or sneer, cautious men and economists may shake their heads. Opposition orators may fulminate, but the Emperor, having once committed himself to the task of consolidating a Mexican Government, will not consent that France shall be made ridiculous by failure. Although accepting the expression of M. Favre that "in Mexico we have not enemies, but only debtors," the French Emperor will treat every Mexican President or General as a foe until the Republic agrees to meet in convention under his tutelage.

But in one great matter the French Government admits a change of purpose. "Do not give undue prominence to Prince Maximilian," says M. Billault. It would seem, then, that the Protectorate of the Austrian Prince is at an end. Whatever may be the future of the war, the Mexicans will be allowed to choose the Government under which they are to live, and in this case there is not much chance that a foreign Prince will be elected to the throne, or, indeed, that there will be a throne at all. General Almonte must be considered too sanguine, to say the least. M. Billault, indeed, declares that he was not out for Mexico with the idea that he should find his country at peace, and the proscription which had banished him at an end. Although his arrival offended General Prim excessively, and was the chief cause of the retirement of the Spaniards from the expedition, yet Almonte did not, according to his French defender, land in his own country to stir up civil war. The only reason why the affair was not finished by the time he came was that a faltering policy had been adopted, and the Government of Juarez improperly courted. "The French troops," he says, "arrived in Mexico in January, the Spaniards had preceded them, and every one expected that in the following month the affair would be settled, and the French flag float over Mexico. No one calculated on diplomatic negotiations of three months' duration." But whether Almonte came to Mexico to join in the war or to direct the conduct of his countrymen when it was over, certain it is that his anticipations have been totally falsified. Like all exiles, he entertained extravagant notions of the discontent of those he left behind, of the tyranny and odiousness of his own enemies, and of his own personal importance. He imagined that he had only to land at Vera Cruz, and that a large following of his own partisans and of the opponents of the Government would join him in carrying out any scheme he might have conceived. His theory of the ripeness of the Mexicans for a monarchical revolution was as plausible and so strongly asserted that it imposed on the French completely. The achievement of placing a European Prince on the throne of Mexico, of founding a great Central American Empire which should look to France as its natural support and guide, and should restore to the great nation more than all that it lost in Canada and Louisiana, fired the imagination of the Emperor. Almonte furnished the "idea" for which France has a second time made war. But in this case the [illegible] but a delusion—the figment of [illegible] pered brain. For some weeks this has been plain, and the French Government, though one of the most philosophical in the world, and not *likely* to be cast down by the ill-success of one of its foreign schemes, has been plainly vexed and irritated. But, with much good sense, the Emperor reviews the situation, and determines to persevere in his enterprise while totally changing his object. An acute politician may see that it is quite possible to establish French influence without actually setting up a vassal ruler, or making the fortune of an exiled adventurer. Although Prince Maximilian may not reign at Mexico, yet a President elected under French direction and bound to France by gratitude and interest may be almost as valuable. Juarez might at one time possibly have made his peace with France, but now he is irreconcileably alienated by victory, and it is necessary to the honour of the French arms that he should be beaten and driven from power. Doubtless, the able men who will have the conduct of French affairs, military and civil, will be able to pick out a fitting candidate, and the first great victory of the Imperial arms will of course bring new partisans to the side of the invading army. But as yet the only man of mark who has joined them is the ruffian Marquez, of whose atrocities the readers of Mexican news have heard enough during the last twelvemonth.

We can only express the common-place wish that the cause of order and good government may be advanced by whatever events are about to occur in Mexico. Now that the plan of establishing a monarchy under a foreign Prince seems to be abandoned, the deference due to a former ally no longer forbids us to declare that it was a scheme most impolitic and unjust, inasmuch as the Mexicans during the whole period of their independence, though they have suffered under a succession of wicked or incapable republican rulers, have never shown a desire to revert to the monarchical form of Government which fell with the expulsion of the Spaniards. It is, indeed, a singular circumstance that France, so liberal elsewhere, should in Mexico have allied herself with the reactionary party, and should endeavour to restore order by the assistance of those whose crimes were among the chief causes of the original intervention. But the matter has now passed from the domain of statesmanship that of war. For good or evil France must carry out the plan of her Generals, and, at least, gain such victories as will make the Mexicans come to terms, and acquiesce in a settled Government. All that energy and skill on the spot and lavish aid on the part of the Home Government can effect to insure success will no doubt be done, but at present the prospects are not very bright. The check which the French suffered at Puebla has been redeemed by a horrible slaughter, in which the opposing forces, under Tapia and Marquez, shut up in a gorge, called the Barranca Seca, fought hand to hand, without artillery, and almost without using firearms. The result of this battle is that the French are left in peace to fortify Orizaba, while the forces of Marquez are encamped around the town, and from the advanced posts are ready to receive any sympathizers in the monarchical cause who may desert from the Republican army. But still the French forces is so small it is doubtful whether they can maintain themselves for any long time without reinforcements, and to furnish these during the season of fever, which lasts until the month of October, is to doom whole bodies of men to destruction. The city of Vera Cruz must be held, the Tierra Caliente must be traversed, and though it extends only 60 miles from the shore, yet the three or four days requisite for the passage of a regiment may be enough to destroy a large proportion of its number, and to plant in the others the seeds of mortal disease. The campaign of France in the New World, though likely to produce but little advantage and little glory, may long